FEDERAL REGISTER

VOLUME 24 NUMBER 196

Washington, Wednesday, October 7, 1959

Title 7—AGRICULTURE

Chapter IX—Agricultural Marketing Service (Marketing Agreement and Orders), Department of Agriculture

HANDLING OF MILK IN CERTAIN MARKETING AREAS

Determination of Equivalent Prices for Grade AA (93-Score) and Grade A (92-Score) Butter at Chicago

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Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and to the applicable provisions of the orders, as amended, regulating the handling of milk in the aforesaid milk marketing areas (7 CFR Part 900), hereinafter referred to as the "orders" it is hereby found and determined as follows:

(1) Inasmuch as the Grade AA (93-score) and Grade A (92-score) butter quotations for the Chicago market, employed in the orders as factors in the formula for computing the class prices and butterfat differentials, are not available for a sufficient number of days during the period from August 25 through September 30, 1959, to be representative of such prices for the month of September 1959 or for any continuous 31-day period between August 25 and September 30, 1959, it is hereby determined that the equivalent price for Grade AA (93-score) butter at Chicago for September 1959 shall be 63.14 cents and the equivalent price for Grade A (92-score) butter at Chicago shall be 62.73 cents for September 1959, 62.55 cents for the period August 25 through September 24, 1959, and 62.60 cents for the period August 26 through September 25, 1959.

(2) Notice of proposed rule making, public procedure thereon and 30 days prior notice to the effective date hereof are impractical, unnecessary and contrary to the public interest, in that (a) prices for Grade AA (93-score) and Grade A (92-score) butter on the Chi-

(Continued on p. 8089)

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cago market have not been reported by the Dairy and Poultry Market News Service, Agricultural Marketing Service, United States Department of Agriculture, on a sufficient number of days during the period from August 25 through September 30, 1959, to be representative of such prices for the month of September 1959 or for any continuous 31-day period between August 25 and September 30, 1959; (b) the determination of an equivalent price immediately is necessary to make possible the announcement of the minimum class prices and butterfat differentials under the orders in valuing producer milk received by handlers during the months of September 1959 and October 1959; (c) an essential purpose of this determination is to give all interested persons notice that the averages of Grade AA (93-score) and Grade A (92-score) butter prices reported by the Dairy and Poultry Market News Service for September 1959 or for any continuous 31-day period between August 25 and September 30, 1959, are not being used for the purpose of the price computations required in connection with the computation of class prices and butterfat differentials under the aforesaid orders; and (d) this determination does not require substantial or extensive preparation of any person.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Issued at Washington, D.C., this 1st day of October 1959.

CLARENCE L. MILLER,
Assistant Secretary.

[F.R. Doc. 59–8415; Filed, Oct. 6, 1959; 8:47 a.m.]

[Area No. 2]

PART 958—IRISH POTATOES GROWN IN COLORADO

Approval of Expenses and Rate of Assessment

Notice of rule making regarding proposed expenses and rate of assessment to be made effective under Marketing Agreement No. 97 and Order No. 58 (7 CFR Part 958), regulating the handling of Irish potatoes grown in the State of Colorado, was published in the FEDERAL REGISTER September 2, 1959 (24 F.R. 7107). This regulatory program is effective under the Agricultural Marketing Agreement Act of 1937, as amended (secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674. The notice afforded interested persons an opportunity to file data, views, or arguments pertaining thereto not later than 15 days after publication in the FEDERAL REGISTER. None was filed.

After consideration of all relevant matters presented, including the proposals set forth in the aforesaid notice, which proposals were adopted and submitted for approval by the area committee for Area No. 2, established pursuant to said marketing agreement and order, it is hereby found and determined that:

§ 958.231 Expenses and rate of assessment.

(a) The reasonable expenses that are likely to be incurred by the area committee for Area No. 2, established pursuant to Marketing Agreement No. 97 and this part, to enable such committee to perform its functions pursuant to the provisions of the aforesaid marketing agreement and order, during the fiscal period ending May 31, 1960, will amount to $10,584.

(b) The rate of assessment for Area No. 2 to be paid by each handler, pursuant to Marketing Agreement No. 97 and this part, shall be $0.0035 per hundredweight of potatoes handled by him as the first handler thereof during said fiscal period.

(c) Terms used in this section shall have the same meaning as when used in Marketing Agreement No. 97 and this part.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: October 1, 1959; to become effective 30 days after publication in the FEDERAL REGISTER.

FLOYD F. HEDLUND,
Acting Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 59–8414; Filed, Oct. 6, 1959; 8:47 a.m.]

[1015.303, Amdt. 1]

PART 1015—CUCUMBERS GROWN IN FLORIDA

Limitation of Shipments

Findings. (a) Pursuant to Marketing Agreement No. 118 and Order No. 115 (7 CFR Part 1015) regulating the handling of cucumbers grown in Florida effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674), and upon the basis of the recommendations and information submitted by the Florida Cucumber Committee, established pursuant to said Marketing Agreement and Order, and upon other available information, it is hereby found that the amendment to the limitation of shipments, as hereinafter provided, will tend to effectuate the declared policy of the act.

(b) It is hereby found that good cause exists for not postponing the effective date of § 1015.303 Amendment 1 until 30 days after publication in the FEDERAL REGISTER (5 U.S.C. 1001–1011) in that (1) The time intervening between the date when information upon which this amendment is based became available and the time when this amendment must become effective in order to effectuate the declared policy of the act is insufficient, (2) more orderly marketing in the public interest, than would otherwise prevail will be promoted by regulating the shipments of cucumbers in the manner set forth below, on and after the effective date of this amendment, (3) compliance with this amendment will not require any special preparation on the part of handlers which cannot be completed by the effective date, (4) reasonable time is permitted, under the circumstances, for such preparation, and (5) information regarding the committee's recommendations has been made available to producers and handlers in the production area.

Order. In § 1015.303 (24 F.R. 7363) delete the introductory paragraph and paragraph (a) and substitute in lieu thereof a new introductory paragraph and a new paragraph (a) as set forth below.

§ 1015.303 Limitation of shipments.

During the period from October 8, 1959 through July 31, 1960 and within such period as specified in paragraph (a) of this section, no person shall handle any lot of cucumbers unless such cucumbers meet the requirements of paragraphs (a), (b), (c), and (d) of this section or unless such cucumbers are handled in accordance with paragraphs (e), (f) and (g) of this section.

(a) *Minimum grade requirements.* (1) During the period October 8, 1959 to January 1, 1960:

(i) U.S. Fancy.
(ii) U.S. Extra No. 1.
(iii) U.S. No. 1.
(iv) U.S. No. 1 Small.
(v) U.S. No. 1 Large.

(2) During the period of January 1, 1960 through July 31, 1960:

(i) U.S. Fancy.
(ii) U.S. Extra No. 1.
(iii) U.S. No. 1.
(iv) U.S. No. 1 Small.
(v) U.S. No. 1 Large.
(vi) U.S. No. 2.

(Sec. 1–19, 48 Stat. 31, as amended: 7 U.S.C. 601–674)

Dated: October 2, 1959, to become effective October 8, 1959.

FLOYD F. HEDLUND,
Acting Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 59–8430; Filed, Oct. 6, 1959; 8:50 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Agency

[Reg. Docket No. 145; Amdt. 40–20]

PART 40—SCHEDULED INTERSTATE AIR CARRIER CERTIFICATION AND OPERATION RULES

Retention of Flight Recorder Tapes and Clarification of Period the Flight Recorder Shall Be in Operation

Section 40.208 of the Civil Air Regulations requires the installation of flight recorders on all airplanes of more than 12,500 pounds maximum certificated

takeoff weight which are certificated for operations above 25,000 feet altitude. The regulations further require that the flight recorders shall be operating continuously during flight time.

In promulgating this regulation, the period of time for retention of the recorder tapes was not included in the rule as it was assumed that air carriers would retain these records for a sufficient length of time for the investigation of accidents and incidents which may have occurred during the time of flight. The tapes also can furnish information to the operator concerning performance and operation of these airplane types for which there does not exist a substantial amount of operational experience.

In view of the importance of the information obtained from flight recorders, and since there may be some question as to the length of time that such tape recordings should be maintained by the air carriers, the Federal Aviation Agency believes that a clarification of the rule is needed.

As stated above, § 40.208 requires that the flight recorders "shall be operating continuously during flight time." It was the intent of this regulation to require the operation of the recorder only during flight and not during taxi operation to and from the runway. Therefore, in order to clarify this point, the word "time" is being deleted from this phrase since flight time has been defined as block-to-block time. In deleting the word "time," it is intended that the flight recorder must be in full operating condition at the instant the aircraft starts its takeoff roll and be in continuous operation during the flight and until the aircraft has completed its landing at an airport.

Accordingly, § 40.208 is being amended to clarify these matters. Similar amendments are being made concurrently to Parts 41 and 42 of the Civil Air Regulations to provide identical rules for the types of air carrier operations covered by those parts.

Inasmuch as this amendment is a clarification of the present requirements and imposes no, or very little additional burden on any person, compliance with the notice and public procedure provisions of section 4 of the Administrative Procedure Act is unnecessary.

In consideration of the foregoing, § 40.208 of the Civil Air Regulations (14 CFR Part 40) is hereby amended as follows to become effective November 6, 1959:

§ 40.208 Flight recorders.

A flight recorder which records time, airspeed, altitude, vertical acceleration, and heading shall be installed on all airplanes of more than 12,500 pounds maximum certificated takeoff weight which are certificated for operations above 25,000 feet altitude, and shall be operating continuously during flight. The recorded information shall be retained by the air carrier for a period of at least 60 days. For a particular flight or series of flights, the information shall be retained for a longer period if requested by an authorized representative of the Administrator or the Civil Aeronautics Board.

(Secs. 313(a), 601, 604, 72 Stat. 752, 775, 778; 49 U.S.C. 1354, 1421, 1424)

Issued in Washington, D.C., on September 30, 1959.

E. R. QUESADA,
Administrator.

[F.R. Doc. 59-8395; Filed, Oct. 6, 1959; 8:45 a.m.]

[Reg. Docket No. 146; Amdt. 41-27]

PART 41—CERTIFICATION AND OPERATION RULES FOR SCHEDULED AIR CARRIER OPERATIONS OUTSIDE THE CONTINENTAL LIMITS OF THE UNITED STATES

Retention of Flight Recorder Tapes and Clarification of Period the Flight Recorder Shall Be in Operation

Section 41.25(t) of the Civil Air Regulations requires the installation of flight recorders on all airplanes of more than 12,500 pounds maximum certificated takeoff weight which are certificated for operations above 25,000 feet altitude. The regulations further require that the flight recorders shall be operating continuously during flight time.

In promulgating this regulation, the period of time for retention of the recorder tapes was not included in the rule as it was assumed that air carriers would retain these records for a sufficient length of time for the investigation of accidents and incidents which may have occurred during the time of flight. The tapes also can furnish information to the operator concerning performance and operation of these airplane types for which there does not exist a substantial amount of operational experience.

In view of the importance of the information obtained from the flight recorders, and since there may be some question as to the length of time that such tape recordings should be maintained by the air carriers, the Federal Aviation Agency believes that a clarification of the rule is needed.

As stated above, § 41.25(t) requires that the flight recorders "shall be operating continuously during flight time." It was the intent of this regulation to require the operation of the recorder only during flight and not during taxi operation to and from the runway. Therefore, in order to clarify this point, the word "time" is being deleted from this phrase since flight time has been defined as block-to-block time. In deleting the word "time," it is intended that the flight recorder must be in full operating condition at the instant the aircraft starts its takeoff roll and be in continuous operation during the flight and until the aircraft has completed its landing at an airport.

Accordingly, § 41.25(t) is being amended to clarify these matters. Similar amendments are being made concurrently to Parts 40 and 42 of the Civil Air Regulations to provide identical rules for the types of air carrier operations covered by those parts.

Inasmuch as this amendment is a clarification of the present requirements and imposes no, or very little additional burden on any person, compliance with the notice and public procedure provisions of section 4 of the Administrative Procedure Act is unnecessary.

In consideration of the foregoing, § 41.25(t) of the Civil Air Regulations (14 CFR Part 41) is hereby amended as follows to become effective November 6, 1959:

§ 41.25 Instruments and equipment required for continuance of flight.

* * * * *

(t) An approved flight recorder which records time, air speed, altitude, vertical acceleration, and heading shall be installed on all airplanes of more than 12,500 pounds maximum certificated takeoff weight which are certificated for operations above 25,000 feet altitude, and shall be operating continuously during flight; except that, in the event of failures of such recorder, the airplane may continue flight to the next stop where repairs or replacements can be made. The recorded information from the flight recorder shall be retained by the air carrier for a period of at least 60 days. For a particular flight or series of flights, the information shall be retained for a longer period if requested by an authorized representative of the Administrator or the Civil Aeronautics Board.

(Secs. 313(a), 601, 604, 72 Stat. 752, 775, 778; 49 U.S.C. 1354, 1421, 1424)

Issued in Washington, D.C., on September 30, 1959.

E. R. QUESADA,
Administrator.

[F.R. Doc. 59-8396; Filed, Oct. 6, 1959; 8:45 a.m.]

[Reg. Docket No. 147; Amdt. No. 42-21]

PART 42—IRREGULAR AIR CARRIER AND OFF ROUTE RULES

Retention of Flight Recorder Tapes and Clarification of Period the Flight Recorder Shall be in Operation

Section 42.22(c) of the Civil Air Regulations requires the installation of flight recorders on all airplanes of more than 12,500 pounds maximum certificated takeoff weight which are certificated for operations above 25,000 feet altitude. The regulations further require that the flight recorders shall be operating continuously during flight time.

In promulgating this regulation, the period of time for retention of the recorder tapes was not included in the rule as it was assumed that air carriers would retain these records for a sufficient length of time for the investigation of accidents and incidents which may have occurred during the time of flight. The tapes also can furnish information to the operator concerning performance and operation of these airplane types for which there does not exist a substantial amount of operational experience.

In view of the importance of the information obtained from flight recorders, and since there may be some question as to the length of time that such tape recordings should be maintained by the air carriers, the Federal Aviation Agency believes that a clarification of the rule is needed.

As stated above, § 42.22(c) requires that the flight recorders "shall be operating continuously during flight time." It was the intention of this regulation to require the operation of the recorder only during flight and not during taxi operation to and from the runway. Therefore, in order to clarify this point, the word "time" is being deleted from this phrase since flight time has been defined as block-to-block time. In deleting the word "time," it is intended that the flight recorder must be in full operating condition at the instant the aircraft starts its takeoff roll and be in continuous operation during the flight and until the aircraft has completed its landing at an airport.

Accordingly § 42.22(c) is being amended to clarify these matters. Similar amendments are being made concurrently to Parts 40 and 41 of the Civil Air Regulations to provide identical rules for the types of air carrier operations covered by those parts.

Inasmuch as this amendment is a clarification of the present requirements and imposes no, or very little additional burden on any person, compliance with the notice and public procedure provisions of section 4 of the Administrative Procedure Act is unnecessary.

In consideration of the foregoing, § 42.22(c) of the Civil Air Regulations (14 CFR Part 42) is hereby amended as follows to become effective November 6, 1959:

§ 42.22 Additional required instruments and equipment for large aircraft.

* * * * *

(c) *Flight recorders.* An approved flight recorder which records time, air speed, altitude, vertical acceleration, and heading shall be installed on all large airplanes which are certificated for operations above 25,000 feet altitude, and shall be operating continuously during flight; except that, in the event of failure of such recorder, the airplane may continue flight to the next stop where repairs or replacements can be made. The recorded information from the flight recorder shall be retained by the air carrier for a period of 60 days. For a particular flight or series of flights, the information shall be retained for a longer period if requested by an authorized representative of the Administrator or the Civil Aeronautics Board.

(Secs. 313(a), 601, 604, 72 Stat. 752, 775, 778; 49 U.S.C. 1354(a), 1421, 1424)

Issued in Washington, D.C., on September 30, 1959.

E. R. QUESADA,
Administrator.

[F.R. Doc. 59-8397; Filed, Oct. 6, 1959; 8:45 a.m.]

Chapter II—Civil Aeronautics Board

SUBCHAPTER E—SPECIAL REGULATIONS

[Reg. SPR-2]

PART 375—AUTHORIZATION OF NAVIGATION OF FOREIGN CIVIL AIRCRAFT WITHIN THE UNITED STATES

Foreign Aircraft of United States Manufacture

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 2d day of October 1959.

Under the Federal Aviation Act of 1958, the navigation of foreign civil aircraft in the United States is subject to permission granted by the Board under section 1108(b). Foreign civil aircraft which do not have an airworthiness certificate require, in addition, authorizations from the Administrator of the Federal Aviation Agency. Under Part 375 of the Board's regulations, which implements section 1108(b), for an aircraft manufactured in the United States, title to which is transferred to a foreign buyer before it has left this country, but for which the country of destination has not yet issued an airworthiness certificate, parallel applications for permission to operate such aircraft in the United States must be made to the Board and the Administrator.

The Board finds that flights of aircraft of United States manufacture, sold to foreign buyers, for the purposes of indoctrination of the crews of the buyer and of ferrying the aircraft to its foreign destination, are in the public interest and therefore can be authorized by regulation, although such aircraft lack airworthiness certificates, provided that the Administrator has granted permission for such operations in respect of air safety. Since these flights are to be performed as part of the obligations assumed by a United States manufacturer or other seller vis-a-vis a foreign buyer, they are in the public interest and it is apparent that other aircraft manufacturing nations would grant similar privileges in comparable situations.

Hence Part 375 will be amended to express this authorization subject to appropriate conditions. This will be accomplished by adding an additional paragraph, designated (c), to § 375.20 which, at the same time, will be brought up to date by eliminating unnecessarily specific reference to regulations no longer promulgated under the Board's jurisdiction.

Thus the proviso to § 375.20 which at present requires a special flight permit issued by the Administrator under §§ 1.76 and 1.77 of the Civil Air Regulations will be modified so as to leave to the Administrator the determination of the designation of the authorization he may issue. The Board's interest in the matter is only that such an air safety authorization has been issued and that the operations are confined to the scope thereof.

New paragraph (c) will permit, without requirement of a separate application to the Board, the operations of crew indoctrination and/or export flights which are normally to be performed after transfer of title to a foreign buyer of an aircraft of United States manufacture, although the country of destination has not yet issued an airworthiness certificate for the aircraft, on condition that the Administrator has issued an appropriate air safety authorization for such operations. A special provision is added to allow for the further contingency that the country of destination has not yet issued a certificate of registration. This special provision is limited solely to foreign owned aircraft of United States manufacture operated in the United States for the purposes of crew indoctrination and/or export flights and where the Administrator has issued appropriate air safety authorizations.

Since this amendment grants an authorization and does not impose any new burden on any person, notice and public procedure thereon are unnecessary and the amendment may be made effective upon less than 30 days' notice.

Accordingly, the Board hereby amends § 375.20 of Part 375 of its Special Regulations, effective October 2, 1959, by amending the proviso to § 375.20 and adding a new paragraph (c). The section as amended will read as follows:

§ 375.20 Airworthiness and registration certificates.

Foreign civil aircraft shall carry aboard currently effective certificates of registration and airworthiness issued or rendered valid by the country of registry and shall display the nationality and registration markings of that country: *Provided,* That in the cases of operations specified in paragraphs (a) through (c) of this section an unexpired air safety flight authorization issued by the Administrator of the Federal Aviation Agency, his designee or duly authorized representative, under Title VI of the Act, authorizing and circumscribing such operations, may be carried on board the aircraft in lieu of such certificate of airworthiness:

(a) It has been determined by the country of registry that the aircraft has been damaged to the extent that the airworthiness certificate is invalidated and the aircraft is to be flown to a place where repairs or alterations are to be made;

(b) The certificate of airworthiness issued for the aircraft has been invalidated by the country of registry due to a change in nationality and such aircraft is intended to be navigated in the United States in transit to the new country of registry; or

(c) Title to an aircraft of United States manufacture for which no certificate of airworthiness has theretofore been issued has passed to a foreign buyer or buyers and the aircraft is to be navigated in the United States either for the purpose of giving indoctrination training in the operation of the aircraft to the buyer or his employees or designees, or on a ferry flight for the purpose of making an export delivery out of the United

States. Aircraft of United States manufacture may be operated for the purposes stated in this paragraph even though no registration certificate has been issued by the country of the foreign buyer or buyers: *Provided*, That the markings displayed by such aircraft are identified in the flight authorization issued for operation thereof by the Administrator.

Effective: October 2, 1959.

Adopted: October 2, 1959.

(Sec. 204(a), 72 Stat. 743, 49 U.S.C. 1324. Interpret or apply sec. 1108(b), 72 Stat. 798, 49 U.S.C. 1508)

By the Civil Aeronautics Board.

[SEAL] MABEL MCCART, *Acting Secretary.*

[F.R. Doc. 59-8424; Filed, Oct. 6, 1959; 8:49 a.m.]

Chapter III—Federal Aviation Agency

SUBCHAPTER C—AIRCRAFT REGULATIONS

[Reg. Docket No. 142, Amdt. 46]

PART 507—AIRWORTHINESS DIRECTIVES

Lockheed Aircraft

As a result of a suspected explosion of a wing tank on a Lockheed 1649A aircraft, the Administrator finds that corrective action is required in the interest of safety, that notice and public procedure hereon are impracticable and that good cause exists for making this amendment effective on less than 30 days notice.

In consideration of the foregoing § 507.10(a) is amended by adding the following new airworthiness directive:

59-20-2 LOCKHEED. Applies to all Model 1649A aircraft.

Compliance required on items (1) and (2) by October 15, 1959; compliance required on item (3) by December 1, 1959.

As a result of a recent accident involving a suspected explosion of a wing tank, the following shall be accomplished to prevent the possible recurrence of such an explosion:

(1) Remove the static wick on the inboard wings adjacent to the tank vents.

(2) Install temporary placard at engineer's station reading as follows: "In order to maintain a nonexplosive rich mixture in tanks, do not use fuel out of auxiliary tanks Nos. 5, 6, and 7 below 50 gallons. In operations which involve use of fuel from main tanks only, the 50 gallons of residual fuel in the auxiliary tanks must be replaced with 50 gallons of fresh fuel or mixed with at least 150 gallons of fresh fuel at the end of every 12 flight-hours or 5 flights, whichever occurs first."

(3) Install P/N 634014-1 or equivalent flame arrestors in the tank vent outlets.

After installation of flame arrestors described in item (3) above, item (2) may be disregarded.

(Sec. 313(a), 601, 603; 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1423)

Issued in Washington, D.C., on September 30, 1959.

E. R. QUESADA, *Administrator.*

[F.R. Doc. 59-8400; Filed, Oct. 6, 1959; 8:45 a.m.]

[Reg. Docket No. 143, Amdt. 47]

PART 507—AIRWORTHINESS DIRECTIVES

Boeing Aircraft

Due to failures of the welded flanges located at each end of the turbocompressor bleed duct mounted on the high pressure bleed port of the engine, which cause damage to the surrounding structure, modification(s) are required.

For the reasons stated above, the Administrator finds that notice and public procedure hereon are impracticable and that good cause exists for making this amendment effective on less than 30 days notice.

In consideration of the foregoing § 507.10(a) is amended by adding the following new airworthiness directive:

59-20-4 BOEING. Applies to the following 707-100 Series aircraft only: Serial Numbers 17586 through 17591, 17609 through 17612, 17628 through 17652, 17658 through 17672, 17696 through 17702, 17925 through 17927.

Compliance required not later than November 15, 1959.

There have been failures of the welded flanges located at each end of the turbocompressor bleed duct mounted on the high pressure bleed port of the engine. These failures have caused damage to the surrounding structure due to excessive pressure and temperature in the cowl and also required engine shutdown due to high EGT and low EPR. Therefore, the following modification(s) shall be accomplished as indicated:

(a) An additional filletweld shall be added to the external side of the three flanges on the turbocompressor engine bleed duct assembly. (Each pod utilizing a turbocompressor.)

(b) The existing boss weld on the turbocompressor engine bleed duct shall be strengthened by welding gussets to both the boss and duct. These gussets are to be fabricated in accordance with Boeing Service Bulletin No. 543, figures 2.

NOTE: The above modification(s) are included in Boeing Airplane Company Service Bulletin No. 543, dated August 14, 1959.

(Sec. 313(a), 601, 603; 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1423)

Issued in Washington, D.C., on September 30, 1959.

E. R. QUESADA, *Administrator.*

[F.R. Doc. 59-8401; Filed Oct. 6, 1959; 8:46 a.m.]

[Reg. Docket No. 144, Admt. 48]

PART 507—AIRWORTHINESS DIRECTIVES

Martin Aircraft

Due to the discoverey of several instances of cracks in the wing spar cap flanges of Martin aircraft, inspection of all Martin Models 202, 202A and 404 must be accomplished unless already completed within the last 500 hours of operation. These cracks unless found and controlled by appropriate repairs will progress to an extent where the structural strength of the wings will be jeopardized. For this reason the Administrator finds that notice and public procedure hereon are impracticable and that good cause exists for making this amendment effective immediately upon date of its publication in the FEDERAL REGISTER.

In consideration of the foregoing § 507.10(a) is amended by adding the following new airworthiness directive:

59-20-3 MARTIN. Applies to Models 202, 202A, and 404 aircraft.

Unless the following inspections have been completed within the last 500 hours of operation compliance required as indicated.

(1) On aircraft having flight time of 15,000 hours or greater the following inspection required at the next stop where adequate maintenance facilities and personnel are available to conduct inspection by any one of the specified inspection methods.

(2) Aircraft having less than 15,000 hours to be inspected prior to October 25, 1959.

Repeated inspection required every 500 hours of operation on all aircraft until permanent fix is incorporated.

Inspect wing lower rear spar cap flanges inboard side of nacelle at stations 133 to 135. Cracks develop at bolt holes in fretted area generated by nacelle doubler. Inspect these areas on left and right wings with 10-power glass and dye penetrant or by X-ray. Cracked members must be repaired in accordance with instructions from the Martin Company prior to next flight.

(Sec. 313(a), 601, 603; 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1423)

Issued in Washington, D.C., on September 30, 1959.

E. R. QUESADA, *Administrator.*

[F.R. Doc. 59-8402; Filed, Oct. 6, 1959; 8:46 a.m.]

SUBCHAPTER E—AIR NAVIGATION REGULATIONS

[Airspace Docket No. 59-WA-15]

[Amdt. 44]

PART 600—DESIGNATION OF FEDERAL AIRWAYS

[Amdt. 48]

PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS

Revocation of Segment of Federal Airway, Associated Control Areas, and Redesignation of Reporting Points

The purpose of this amendment to §§ 600.210, 601.210, and 601.4210 of the Regulations of the Administrator, is to revoke a segment of Red Federal airway No. 10, from Meridian, Miss., to Birmingham, Ala., its associated control areas and reporting point.

Red Federal airway No. 10 presently extends from Dallas, Tex., to Birmingham, Ala. An IFR Airway Traffic Peak-Day Survey for the last half of calendar year 1958 and the first half of calendar year 1959 shows aircraft movements as one and one, respectively, for the portion

from Meridian to Tuscaloosa, Ala., and five and zero, respectively, for the portion from Tuscaloosa, Ala., to Birmingham, Ala. On the basis of this survey, it appears that the retention of this segment and its associated control areas is unjustified as an assignment of airspace and that revocation thereof will be in the public interest. Such revocation will result in Red Federal airway No. 10, and its associated control areas, extending from Dallas, Tex., to Meridian, Miss. Coincident with this action, the Birmingham, Ala., RR will be revoked as a designated reporting point.

This action has been coordinated with the Army, the Navy, the Air Force, and interested civil aviation organizations. Accordingly, compliance with the Notice, and public procedures provisions of section 4 of the Administrative Procedure Act have, in effect, been complied with. However, since it is necessary that sufficient time be allowed to permit appropriate changes to be made on aeronautical charts, these amendments will become effective more than 30 days after publication.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (24 F.R. 4530) §§600.210 (14 CFR, 1958 Supp., 600.210, 24 F.R. 1281), §§ 601.210 and 601.4210 (14 CFR, 1958 Supp., 601.210, 24 F.R. 1285; 601.4210, 24 F.R. 1286) are amended as follows:

1. Section 600.210 *Red Federal airway No. 10 (Dallas, Tex., to Birmingham, Ala.)*:

a. In the caption delete "*(Dallas, Tex., to Birmingham, Ala.)*" and substitute therefor "*(Dallas, Tex., to Meridian, Miss.)*".

b. In the text delete "Meridian, Miss., RR to the Birmingham, Ala., RR." and substitute therefor "to the Meridian, Miss., RR".

2. In the caption of § 601.210 *Red Federal airway No. 10 control areas (Dallas, Tex., to Birmingham, Ala.)* delete "*(Dallas, Tex., to Birmingham, Ala.)*" and substitute therefor "*(Dallas, Tex., to Meridian, Miss.)*".

3. Section 601.4210 *Red Federal airway No. 10 (Dallas, Tex., to Birmingham, Ala.)*:

a. In the caption delete "*(Dallas, Tex., to Birmingham, Ala.)*" and substitute therefor "*(Dallas, Tex., to Meridian, Miss.)*".

b. In the text delete "Birmingham, Ala., radio range station.".

These amendments shall become effective 0001 e.s.t. November 19, 1959.

(Secs. 307(a) and 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on September 30, 1959.

D. D. THOMAS,
Director, Bureau of Air Traffic Management.

[F.R. Doc. 59-8406; Filed, Oct. 6, 1959; 8:46 a.m.]

[Airspace Docket 59-WA-28]

[Amdt. 47]

PART 600—DESIGNATION OF FEDERAL AIRWAYS

[Amdt. 51]

PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS

Revocation of Federal Airway, Associated Control Areas and Designated Reporting Points

The purpose of this amendment to Parts 600 and 601 of the Regulations of the Administrator is to revoke Red Federal airway No. 52, from Memphis, Tenn., to Birmingham, Ala., its associated control areas and reporting points.

Red Federal airway No. 52 presently extends from Memphis, Tenn., to Birmingham, Ala. An IFR Airway Traffic Peak-Day Survey for each half of the calendar year 1958 shows a total of four and five aircraft movements, respectively, on the segment between Memphis and Muscle Shoals, Ala., and twelve and four aircraft movements, respectively, on the segment between Muscle Shoals and Birmingham. On the basis of this survey, it appears that the retention of this airway and its associated control areas is unjustified as an assignment of airspace and that the revocation thereof will be in the public interest. Coincident with this action, the section relating to the reporting points for this airway will be revoked.

This action has been coordinated with the Army, the Navy, and the Air Force, and interested civil aviation organizations. Accordingly, compliance with the Notice, and public procedures provisions of section 4 of the Administrative Procedure Act have, in effect, been complied with. However, since it is necessary that sufficient time be allowed to permit appropriate changes to be made on aeronautical charts, these amendments will become effective more than 30 days after publication.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (24 F.R. 4530), Parts 600 and 601 (14 CFR, 1958 Supp., Parts 600, 601) are amended as follows:

1. Section 600.252 *Red Federal airway No. 52 (Memphis, Tenn., to Birmingham, Ala.)*, is revoked.

2. Section 601.252 *Red Federal airway No. 52 control areas (Memphis, Tenn., to Birmingham, Ala.)*, is revoked.

3. Section 601.4252 *Red Federal airway No. 52 (Memphis, Tenn., to Birmingham, Ala.)*, is revoked.

This amendment shall become effective 0001 e.s.t. November 19, 1959.

(Secs. 307(a) and 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on September 30, 1959.

D. D. THOMAS,
Director, Bureau of Air Traffic Management.

[F.R. Doc. 59-8407; Filed, Oct. 6, 1959; 8:46 a.m.]

Title 43—PUBLIC LANDS: INTERIOR

Chapter I—Bureau of Land Management, Department of the Interior

APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 2001]

[Montana 032775]

SOUTH DAKOTA

Withdrawing Public Lands Within Black Hills National Forest as Site for "Christ on the Mountain" Monument

By virtue of the authority vested in the President by the act of June 4, 1897 (30 Stat. 34, 36; 13 U.S.C. 473) and otherwise and pursuant to Executive Order No. 10355 of May 26, 1952, it is ordered as follows:

Subject to valid existing rights, the following-described public lands within the Black Hills National Forest in South Dakota are hereby withdrawn from all forms of appropriation under the public lands laws, including the mining and mineral-leasing laws, and the disposal of materials under the act of July 31, 1947 (61 Stat. 681; 69 Stat. 367; 30 U.S.C. 601–604) as amended, and reserved under the jurisdiction of the Secretary of Agriculture, as a site for construction of a proposed monument to the Christ:

BLACK HILLS MERIDIAN

"CHRIST ON THE MOUNTAIN" MONUMENT

T. 5 N., R. 2 E.,
Sec. 3, lots 1 and 2
T. 6 N., R. 2 E.,
Sec. 34, lots 7, 8, 13, and 14

The areas described contain 224.21 acres.

This order shall take precedence over but not otherwise affect the existing reservation of the lands for national forest purposes.

ROGER ERNST,
Assistant Secretary of the Interior.

OCTOBER 1, 1959.

[F.R. Doc. 59-8410; Filed, Oct. 6, 1959; 8:47 a.m.]

Title 46—SHIPPING

Chapter II—Federal Maritime Board, Maritime Administration, Department of Commerce

SUBCHAPTER G—EMERGENCY OPERATIONS

[Gen. Order 75, Rev., Amdt. 4]

PART 308—WAR RISK INSURANCE

Subparts A, B, C, and D are hereby amended to read as follow:

Subpart A—General

Subpart B—War Risk Hull Insurance

Subpart C—War Risk Protection and Idemnity Insurance

Subpart D—Second Seamen's War Risk Insurance

AUTHORITY: §§ 308.1 to 308.306 issued under sec. 204, 49 Stat. 1987, as amended, secs. 1202 and 1209, 64 Stat. 773 and 775; 46 U.S.C. 1114, 1282 and 1289.

Subpart A—General

§ 308.1 Eligibility of a vessel and its owner for insurance.

(a) A vessel is eligible for interim insurance if it is:

(1) An American vessel as defined in section 1201(a), Title XII of Merchant Marine Act, 1936, as amended; or

(2) A foreign-flag vessel:

(i) Owned by a citizen or citizens of the United States as defined in section 1201(d), Title XII of Merchant Marine Act, 1936, as amended; or

(ii) Owned by a foreign corporation, the majority of the stock of which is owned by a citizen or citizens of the United States as defined in section 1201(d), Title XII of Merchant Marine Act, 1936, as amended, or under long-term charter to such a citizen or citizens; and

(a) Regularly loading and/or discharging cargo and/or passengers at a port or ports in the continental United States or its territories or possessions, or

(b) In a service on a term (not voyage) basis for the sole account of the United States or any department or agency thereof, or

(c) In a service which, with respect to the vessel to be insured, is determined by the Maritime Administrator to be in the interest of the national defense or the national economy of the United States.

(b) Other foreign-flag vessels will be insured at the sole discretion of the Maritime Administrator but only when engaged in services found by him to be in the interest of the national defense or the national economy of the United States.

§ 308.2 Change in status of a vessel after interim binders have been issued.

In the event of change in flag or service of a vessel from an eligible status to a status requiring a finding as to eligibility after any interim binders set forth in §§ 308.106, 308.205 and 308.305 have been issued, interim binders covering such a vessel shall cease to be effective unless a statement as required by § 308.3 is submitted and a finding is made that the vessel is eligible for insurance as provided therein before such change occurs. In the event of the sale, demise charter, requisition, confiscation or total loss of a vessel, or any other change in the status thereof, which, by the terms of a binder causes same to terminate, prompt notice shall be given in writing to the underwriting agent that issued the binder.

§ 308.3 Applications for insurance and payment of binding fees.

Separate applications, in duplicate, shall be filed for war risk hull insurance, war risk protection and indemnity insurance, and Second Seamen's war risk insurance for each vessel to be covered by such insurance. Applications for insurance on a vessel not in category as described in § 308.1(a) (1), (2)(i), (2)(ii)(a) or (2)(ii)(b) shall be accompanied by a signed statement, in quadruplicate, setting forth the dates of the applications, the forms of insurance applied for, the name of the vessel, its flag, the name of the owner or charterer, the service in which the vessel is engaged and the reason such service should be considered to be in the interest of the national defense or the national economy of the United States, which statement shall be deemed to be a part of each application for insurance filed with respect to the vessel. Applications shall be made to the American War Risk Agency, 99 John Street, New York 38, New York, Underwriting Agent for the Maritime Administrator, in the forms set forth in §§ 308.101, 308.201 and 308.301. Applications and the accompanying statements, if any, shall be signed by the owner or charterer of the vessel unless he has filed with the above Underwriting Agent a written designation of a broker or brokers to act for him, in which case the applications may be signed by the designated broker or brokers. A check payable to the order of Maritime Adm.-Commerce for the total amount of all binding fees payable by each applicant shall accompany the applications. Binding fees are not returnable unless applications are rejected.

§ 308.4 Period of interim binders if insurance thereunder does not attach.

All interim binders shall automatically expire at midnight September 7, 1960, G.m.t., unless insurance thereunder has attached prior to that date, or such binders have been extended. The Maritime Administrator reserves the right to terminate all interim binders but not before midnight, March 31, 1960, G.m.t.

§ 308.5 Time of attachment of insurance.

The war risk insurance to be provided under this part shall attach at such date and hour as the applicant shall designate, but not earlier than the date and hour commercial war risk insurance would terminate by reason of the operation of the "American Institute-Automatic Termination Clauses (October 1, 1959)" or would have terminated on vessels not covered by such commercial insurance.

§ 308.6 Premiums and payment thereof.

Rate to be fixed promptly upon the happening of the event causing the "American Institute-Automatic Termination Clauses (October 1, 1959)" of any war risk policies to become operative and premium shall be payable within ten days after receipt of notice of the amount thereof by the assured. Premiums shall be paid to the Underwriting Agent that issued the binders by check payable to the order of Maritime Adm.-Commerce. In the event that it is subsequently determined that insurance under interim binders did not attach, premiums paid will be refunded by the Maritime Administrator.

§ 308.7 War risk insurance underwriting agency agreement.

The following is the standard form of underwriting agency agreement which will be executed by the Maritime Administrator and domestic insurance companies, or groups of domestic insurance companies authorized to do a marine insurance business in any States of the United States, appointing such companies or groups of companies as Underwriting Agents to issue binders and policies covering hull, protection and indemnity, and Second Seamen's war risk insurance under Subparts B, C, and D of this part:

Form MA-355 (3-56)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

MARITIME ADMINISTRATION

UNDERWRITING AGENCY AGREEMENT

This Agreement, made and entered into this _____ day of _____, 195__, by and between the United States of America (herein called the "United States"), acting by the Secretary of Commerce (herein called the "Secretary"), represented by the Mari-

time Administrator (herein called the "Administrator"), and _____, (herein called the "Underwriting Agent"), having an office for the transaction of business at _____, an association of domestic insurance companies (herein called the "Participating Members"), each of which is authorized to do a marine insurance business in a State of the United States.

WITNESSETH

Whereas, pursuant to title XII of the Merchant Marine Act, 1936, as amended, Public Law 763—81st Congress (herein called the "act"), the Secretary is authorized under certain circumstances to provide marine insurance and reinsurance against loss or damage by the risks of war, and to employ domestic companies or groups of domestic companies authorized to do a marine insurance business in any State of the United States to act as his Underwriting Agent; and

Whereas, the Secretary has delegated authority to the Administrator to perform the functions vested in the Secretary by title XII of the act, except the authority "to find that insurance adequate to the needs of the water-borne commerce of the United States cannot be obtained on reasonable terms and conditions in companies authorized to do an insurance business in a State of the United States" which was reserved to the Secretary. (Section 6.01, subsection 2, paragraph (3) of Department Order No. 117 (Amended), published as sections 5(a)(2)(iii) in the FEDERAL REGISTER September 15, 1953, 18 F.R. 5518, 5519); and

Whereas, the Administrator has determined to employ the Underwriting Agent as an underwriting agent in providing war risk insurance as set forth in paragraphs (a), (c), (d), (e), and (f) of section 1203 of the act upon the terms and conditions herein set forth:

Now, therefore, in consideration of the premises and of the mutual covenants and agreements, and upon the terms and conditions herein set forth, the parties hereto agree as follows:

1. *Appointment of agent.* The Administrator hereby authorizes the Underwriting Agent, as an agent acting on behalf of the Administrator and not as an independent contractor, to utilize its offices and facilities to make available the insurance which the Secretary is authorized to provide pursuant to paragraphs (a), (c), (d), (e), and (f) of section 1203 of the act and to perform the functions hereinafter provided for, upon the terms and conditions hereinafter set forth and in accordance with the rules, regulations and instructions which will be issued from time to time to the Underwriting Agent by the Administrator. The Underwriting Agent hereby agrees to utilize its offices and facilities to make such insurance available, as agent for the Administrator, and to perform the functions hereinafter provided for to the best of its ability. The Underwriting Agent may act through its home office, branch offices or agencies which are authorized to write insurance on its behalf.

2. *Duties of agent.* The duties of the Underwriting Agent shall be as follows:

(a) *Receive applications and issue binders and policies.* The Underwriting Agent shall receive applications for insurance, subject to the rates and conditions specified by the Administrator upon forms prescribed by the Administrator. After determining that the applications have been submitted in complete and proper form and are accompanied by remittances in the amount of the premiums required for the insurance applied for, the Underwriting Agent shall countersign binders or policies of insurance, or both binders and policies of insurance, subject to the rules, rates, terms and conditions specified by the Administrator on forms prescribed by the Administrator. The insurer under such policies shall be the United States.

(b) *Keep records.* The Underwriting Agent shall keep a full and complete record of all applications, binders, and policies, and shall also record all premiums, charges or deposits required by the terms of the binders and policies, so that a record may be available at all times to the Administrator, both as to all applications received and all binders and policies issued, and as to all payments made by the assured in connection with such binders and policies.

(c) *Receive money and reports.* The Underwriting Agent shall receive checks made payable to the order of the Maritime Adm.-Commerce for the premiums and charges involved, which checks shall be deposited by the Underwriting Agent in the Federal Reserve Bank nearest to its office, or in such other bank as may be authorized by the Administrator to receive such deposits. The Underwriting Agent shall receive from the bank in which the deposits are made receipts therefor in such number as may be prescribed in instructions to the Underwriting Agent and handle the receipts so received in accordance with such instructions.

(d) *Report monthly.* The Underwriting Agent shall prepare a monthly report, in summary form, of all applications received, and binders and policies issued or cancelled by the Underwriting Agent on a standard form approved by the Administrator, and transmit them, together with receipts for deposits made as above provided, to the Administrator.

(e) *Other reports.* The Underwriting Agent shall prepare and transmit such other reports as may be required by the Administrator.

(f) *Process claims for return premiums.* The Underwriting Agent shall receive from holders of policies issued by such Underwriting Agent any claims for return premiums on a standard form prescribed by the Administrator and shall certify thereon, if such is the fact, that the amounts with respect to which such return is claimed were previously paid and that based upon the statements included in such application by the assured the return premium applied for is payable in accordance with the regulations of the Administrator. Such applications and certifications shall be transmitted promptly to the Administrator.

(g) *Process claims for losses.* The Underwriting Agent shall receive reports of losses on vessels and disbursements (insured pursuant to paragraphs (a) and (c), section 1203 of the act), assemble all pertinent documents and facts relating thereto required to determine the validity of the claims, including the amounts thereof, and submit the same to the Administrator with its recommendation as to payment.

(h) *Help establish advisory committee.* The Underwriting Agent shall, if requested by the Administrator, cooperate with the Administrator to establish and maintain an advisory underwriting committee to consult with and advise the Administrator in connection with specific underwriting problems, subject to the rules, regulations and instructions of the Administrator, and to establish and maintain such other advisory committees as may be deemed necessary from time to time to safeguard the interests of the Administrator, including a loss committee to act as a recipient for information concerning losses and to pass upon any recommendations made by the Underwriting Agent as to losses and payments of claims arising therefrom in excess of an amount to be fixed by the Administrator.

3. *Compensation*—(a) *Fair and reasonable.* The Underwriting Agent shall receive for its services such amount as the Administrator and the Underwriting Agent may, from time to time, agree to be fair and reasonable compensation. In addition to such fair and reasonable compensation, the Underwriting Agent shall receive reimbursement for out-of-pocket expenditures reasonably incurred, meaning payments to persons not regularly employed by the Underwriting Agent but excluding payments to attorneys unless such employment has been authorized by the Administrator: *Provided, however,* That all such expenditures shall be subject to the review of the Administrator, and further provided that, except as authorized by section 1209(d) of the act, such expenditures shall not include any fee or other consideration paid to an insurance broker or any person acting in a similar intermediary capacity for services by virtue of his participation in arranging any of such insurance nor include any payment on account of solicitation for or stimulation of such insurance.

(b) *Paid monthly.* A statement of the compensation due to the Underwriting Agent (including reimbursement for out-of-pocket expenses as herein provided) shall be submitted by the Underwriting Agent to the Administrator monthly or at such other intervals as the Administrator may direct, with an appropriate voucher, and the amount of such compensation, if approved, shall be promptly paid to the Underwriting Agent.

(4) *Standard of performance.* In the discharge of its duties and obligations pursuant to this Agreement, the Underwriting Agent shall conform to a standard of performance and accuracy reasonably to be expected of an insurance company in the administration of its own business and consistent with the highest degree of good faith. It is agreed, however, that the Underwriting Agent shall not be responsible for errors or omissions of agents or employees in whose selection and supervision it has exercised reasonable care, provided, however, that the Underwriting Agent, in any such case, shall have conformed to the standards of performance required hereunder, and provided further, that the Underwriting Agent assumes full and complete responsibility for the disposition of any funds received by it or its agents or employees under and pursuant to this Agreement. The exercise of reasonable care in the selection of agents and employees by the Underwriting Agent shall be deemed to include a determination by the Underwriting Agent that the agents or employees so selected are experienced in the transaction of such phases of the marine insurance business as may be delegated to such agents or employees by the Underwriting Agent.

5. *Writing insurance for own account.* It is understood that the Participating Members of the Association constituting the Underwriting Agent are or may be engaged in writing for their own account war risk insurance, as well as other types of insurance, for the benefit of holders of policies issued by the Underwriting Agent hereunder and of other parties; and it is agreed that such insurance may be written notwithstanding the activities of the Underwriting Agent hereunder on behalf of the Administrator, pursuant to this Agreement.

6. *Books and records*—(a) *Maintained subject to audit.* The Underwriting Agent shall keep books, records and accounts covering the operations and activities under this Agreement which shall be the property of the United States represented by the Administrator and shall be kept separate from those relating to other business of the Underwriting Agent or of the Participating Members thereof, in accordance with regulations made from time to time by the Administrator, and shall at all times be subject to audit and inspection by the Administrator.

(b) *Comptroller General may examine.* The Comptroller General of the United States or any of his duly authorized representatives shall have access to and the right to examine any pertinent books, documents, papers and records of the Underwriting Agent or of the Participating Members thereof in the per-

formance of and involving transactions related to this Agreement.

7. *Act only as agent.* The Underwriting Agent shall act only in the capacity of agent for the Administrator as principal, in the performance of the functions provided for hereunder. The Underwriting Agent shall have no authority other than as provided in this Agreement and in the rules, regulations and instructions issued to it by the Administrator under and pursuant to this Agreement. The Underwriting Agent may accompany its signature in all binders and policies countersigned by it hereunder with a statement that, in countersigning such binders and policies, it act solely under the powers conveyed to it by the Administrator and that it does not thereby warrant its authority to accept applications for insurance or its authority to countersign, nor the authority of the Administrators to issue such binders and policies.

8. *Special circumstances*—(a) *Reimbursement of taxes and fees.* In the event that the Underwriting Agent or any Participating Member or Members thereof, after giving notice to the Administrator, shall be compelled to pay to the United States, its territories or possessions, or to any State of the United States or political subdivision thereof, or to any foreign country or political subdivision thereof, any tax (excepting income taxes of every nature) or fee or interest or penalty relating thereto claimed to be due by reason of the business transacted pursuant to this Agreement and which would not have been payable except for the activities of the Underwriting Agent or any Member or Members thereof hereunder, the Administrator shall reimburse the Underwriting Agent and any Participating Member or Members therefor and for any special expenses necessarily incurred in connection therewith.

(b) *Indemnification.* If any legal suit or proceeding (whether or not based on negligence) is brought against the Underwriting Agent or any Participating Member or Members thereof on account of anything done or not done, by the Underwriting Agent or any Participating Member or Members thereof or the Administrator, in connection with the issuance or non-issuance or cancellation of insurance or the acceptance or denial of applications for binders or policies of insurance on behalf of the Administrator or the payment or non-payment of claims for loss or return premium arising hereunder (including, without in any way limiting the foregoing, anything done or not done pursuant to any rules, regulations or instructions of the Administrator or anything done or not done in conflict with or because of any limitation on the powers of the Administrator), the Administrator shall, upon due notice and at the expense of the United States, defend any such proceeding. If, in or as a result of any such legal suit or proceeding, the Underwriting Agent or any Participating Member or Members thereof be compelled or required to make any payment or incur any expense, the Administrator shall reimburse the Underwriting Agent or any Participating Member or Members thereof for the amount thereof; provided always that the Administrator shall not be obligated to make any such reimbursement unless, in connection with the action complained of, the Underwriting Agent shall have complied with the standard of performance required thereunder. In any of the foregoing cases, the Underwriting Agent shall render to the Administrator such reasonable cooperation and assistance as the Administrator may require.

9. *Effective date, amendment, termination.* This Agreement shall become effective as of the date of its execution by the Administrator and shall continue in force until terminated. This Agreement may be terminated, modified or amended at any time by mutual written consent. Once this Agreement becomes effective, it shall continue in force until terminated by mutual written consent or by either party, giving at least thirty (30) days' written notice by registered mail to the other party, stating the effective date and time on which this Agreement shall terminate. Such termination shall not affect the obligations of the parties hereto with respect to any binders or policies of insurance issued or expenditures incurred prior to the effective date of such termination.

10. *No commission or contingent fee.* The Underwriting Agent warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Underwriting Agent for the purpose of securing business. For breach or violation of this warranty the Administrator shall have the right to annul this contract without liability or in his discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

11. *No discrimination.* In connection with the performance of work under this contract, the Underwriting Agent agrees not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin; and further agrees to insert the foregoing provision in all subcontracts hereunder except subcontracts for standard commercial supplies or for raw materials.

12. *No member or delegate.* No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

13. *Renegotiation.* This contract shall be subject to any act of the Congress, whether heretofore or hereafter enacted and to the extent indicated therein, providing for the renegotiation of said contract and shall be deemed to contain all of the provisions required by any such act without subsequent amendment of this contract specifically incorporating such provisions.

The contractor (which term as used in this sentence means the party contracting to perform the work or furnish the materials required by this contract) shall insert the provisions of this article in each subcontract and purchase order made or issued in carrying out the contract.

Nothing contained in this clause shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder which is not imposed by an act of the Congress, heretofore or hereafter enacted.

14. *Participating Members*—(a) *Indebted to United States.* The Participating Members of the association constituting the Underwriting Agent, severally but not jointly and limited each to its participation therein, shall be indebted to the United States for such amounts as the Secretary is entitled to recover from the Underwriting Agent in accordance with the foregoing provisions and, in the event of failure to pay on demand, the Secretary may bring an action or actions in any court in the United States to recover such amount or amounts from the Participating Members, severally but not jointly, on behalf of the United States.

(b) *Change of shares.* Without cancelling this Agreement, the Participating Members of the association constituting the Underwriting Agent may, upon not less than ten (10) days' prior written notice to the Administrator, change their share of participation by agreement among themselves, including the termination of the interests of one Participating Member and the assumption of its share by one or more of the other Participating Members or by the admission of other eligible domestic insurance companies to membership in the association. Any such change of apportionment or termination of participation shall not relieve any Participating Member of its obligations in respect to matters which occurred prior to any change or termination of its interest. Unless the Underwriting Agent is notified in writing by the Administrator, within ten (10) days after receipt of notice from the Underwriting Agent, that the proposed change in participation or termination or assumption is disapproved, such change shall be understood to be acceptable to the Administrator.

In witness whereof, the parties hereto have duly executed this Agreement in quadruplicate as of the day and year first above written.

UNITED STATES OF AMERICA,
SECRETARY OF COMMERCE,
By: MARITIME ADMINISTRATOR.

_____
(Maritime Administrator)

_____
(Underwriting Agent)

By: _____

Attest:

_____

Attest:

_____

Approved as to form:

_____
(Assistant General Counsel,
Maritime Administration)

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____, a party to this Agreement, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____, who signed this Agreement on behalf of said association, was then the duly qualified _____ of said association; that said officer affixed his manual signature to said Agreement in his official capacity as said officer for and on behalf of said association by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the lawful powers of this association.

_____

Subpart B—War Risk Hull Insurance

§ 308.100 Amounts of insurance for which application may be made.

An applicant for war risk hull insurance shall state the amount of insurance desired but any payment for damage to or the total or constructive total loss of the vessel will be made as provided in § 308.103.

§ 308.101 Form of application.

Applications submitted shall be in strict accordance with the following form:

Form MA–183 (Revised 10–59)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

MARITIME ADMINISTRATION

APPLICATION FOR WAR RISK HULL INSURANCE

Application is made for War Risk Hull Insurance pursuant to Title XII of Merchant Marine Act, 1936, as amended and in accordance with all provisions of law and subject to all limitations thereof:

Assured _____
Address _____
Owner _____
Address _____
Mortgagee, if any _____
Address _____
Loss, if any, payable to _____

---------- or order.
On ---------- ---------- ------
(Vessel's Name) (Official No.) (Flag)

---------- ----------
(Gross Tonnage) (Date Built)

Sum insured ------ dollars ($------), but in the event of damage to or actual or constructive total loss of the vessel, the insured value will be not in excess of $--(*)--, which latter amount is the stated valuation of the vessel determined by the Secretary of Commerce in accordance with section 1209(a), Title XII of Merchant Marine Act, 1936, as amended: *Provided,* That in the event the "sum insured" be less than the "stated valuation" determined under said section, this insurance shall be not in excess of the lesser amount.

To attach automatically upon the outbreak of war or upon the inception of a hostile act or occurrence which results in a state of war (whichever may first occur and whether there be a declaration of war or not) between any member of the North Atlantic Treaty Organization and any of the Contracting Parties to the Treaty of Friendship, Cooperation and Mutual Assistance signed at Warsaw May 14, 1955, or the Central People's Government of the People's Republic of China.

To terminate thirty (30) days after it has been deemed that an outbreak or state of war has arisen within the meaning of the "American Institute—Automatic Termination Clauses (October 1, 1959)" at rates to be fixed by the Maritime Administrator.

Terms and conditions: Subject to form of policy prescribed by the Maritime Administrator, acting for the Secretary of Commerce.

If application is for insurance on a foreign-flag vessel, indicate category. If in category (b) also indicate applicable subpart. Category ( )( ).

(a) Owned by a citizen or citizens of the United States as defined in section 1201(d), Title XII of Merchant Marine Act, 1936, as amended.

(b) Owned by a foreign corporation, the majority of the stock of which is owned by a citizen or citizens of the United States as defined in section 1201(d), Title XII of Merchant Marine Act, 1936, as amended or under long-term charter to such a citizen or citizens and

(i) Regularly loading and/or discharging cargo and/or passengers at a port or ports in the continental United States or its territories or possessions, or

(ii) In a service on a term (not voyage) basis for the sole account of the United States or any department or agency thereof, or

(iii) In a service believed by the concerned owner, charterer, assured and applicant to be in the interest of the national defense or the national economy of the United States.

If this application is for insurance with respect to a foreign-flag vessel not in category (a), (b), (i), or (b)(ii) it shall be accompanied by the statement specified in § 308.3 of Maritime Administration General Order 75 (Part 308, Title 46, Code of Federal Regulations), which statement shall be deemed to be a part of this application.

Binding fee (not returnable unless application is rejected).

$25.00 per vessel, under 500 gross tons.

$100.00 per vessel, 500 gross tons and over.

Check payable to the order of Maritime Adm.-Commerce enclosed herewith.

Rate of premium—To be fixed by the Maritime Administrator, acting for the Secretary of Commerce.

Dated ---------- 19--
Applicant ----------
Binder to be sent to:
Name ----------
Address ----------
By: ----------
(Authorized signature)

(Application, in duplicate, to be submitted to the American War Risk Agency, 99 John Street, New York 38, N.Y.)

§ 308.102 Issuance of interim binder; its terms and conditions.

Upon acceptance of an application, an interim binder in the form set forth in § 308.106 will be issued and there shall be deemed to be incorporated therein by reference, all of the terms, conditions and warranties contained in the standard war risk hull insurance policy set forth in § 308.107, to the same extent as if such policy were made a part of the binder. The binding fee shall be $25.00 per vessel under 500 gross tons and $100.00 per vessel of 500 gross tons or over.

§ 308.103 Sums which will be insured under interim binder.

The valuation in the policy for damage to or actual or constructive total loss of the vessel insured shall be a stated valuation (exclusive of National Defense features paid for by the Government) determined by the Secretary of Commerce which shall not exceed the amount that would be payable if the vessel had been requisitioned for title under section 902(a) at the time of the attachment of the insurance under said policy: *Provided, however,* That in the case of a construction subsidized vessel, for the period of insurance prior to requisition for title or use, the valuation so determined shall be reduced by such proportion as the amount of construction subsidy paid with respect to the vessel bears to the entire construction cost and capital improvements thereof (excluding the cost of national defense features), and for the period of insurance after requisition for use the valuation so determined shall not exceed the amount which would be payable under section 802 in the case of requisition for title or use: *Provided further,* That the insured shall have the right within sixty days after the attachment of the insurance under said policy, or within sixty days after determination of such valuation by the Secretary of Commerce, whichever is later, to reject such valuation, and shall pay, at the rate provided for in said policy, premiums upon such asserted valuation as the insured shall specify at the time of rejection, but such asserted valuation shall not operate to the prejudice of the Government in any subsequent action on the policy. In the event of the actual or constructive total loss of the vessel, if the insured has not rejected such valuation the amount of any claim therefor which is adjusted, compromised, settled, adjudged, or paid shall not exceed such stated amount, but if the insured has so rejected such valuation, the insured shall be paid as a tentative advance only, 75 per centum of such valuation so determined by the Secretary of Commerce and shall be entitled to sue the United States in a court having jurisdiction of such claims to recover such valuation as would be equal to the just compensation which such court determines would have been payable if the vessel had been requisitioned for title under section 902(a) at the time of the attachment of the insurance under said policy: *Provided, however,* That in the case of a construction-subsidized vessel, the valuation determined by the court as such just compensation for any period of insurance prior to actual requisition for title or use of the vessel shall be reduced by such proportion as the amount of construction subsidy paid with respect to the vessel bears to the entire construction cost and capital improvements thereof (excluding the cost of national defense features), and for any period of insurance after actual requisition for use, the valuation determined by the court shall be the amount which would have been payable under section 802 in the case of requisition for title: *And provided further,* That in the event of an election by the insured to reject the stated valuation fixed by the Secretary of Commerce and to sue in the courts, the amount of the judgment will be payable without regard to the limitations contained in the twelfth paragraph under the heading Maritime Activities in title I of the Department of Commerce and Related Agencies Appropriation Act, 1956, in the tenth paragraph under the heading Maritime Activities in title III of the Department of State, Justice, and Commerce, and the United States Information Agency Appropriation Act, 1955, in the eleventh paragraph under the heading "Maritime Activities" in title III of the Department of Justice, State, and Commerce Appropriation Act, 1954, the tenth paragraph under the heading "Operating Differential Subsidies" in title II of the Independent Offices Appropriation Act, 1953, the corresponding paragraphs of the Independent Offices Appropriation Act, 1952, and the Third Supplemental Appropriation Act, 1951, although the excess of any amounts advanced on account of just compensation over the amount of the court judgment will be required to be refunded. In the event of such court determination, premiums under the policy shall be adjusted on the basis of the valuation as finally determined and of the rate provided for in said policy.

§ 308.104 Additional war risk hull insurance.

Owners or charterers may obtain, on an excess basis, additional war risk hull insurance in such amounts as desired and such insurance shall not inure to the benefit of the Maritime Administrator as underwriter.

§ 308.105 Reporting casualties and filing claims.

All casualties occurring after insurance under a binder has attached shall be reported promptly to the Underwriting Agent that issued the binder and all claim documents shall likewise be filed with such Underwriting Agent, but payment of the amounts due in settlement of claims will be made by the Maritime Administrator.

*If this valuation is not inserted when the binder is issued, it will be published in the FEDERAL REGISTER pursuant to Maritime Administration General Order 82 as amended from time to time.

§ 308.106 Standard form of war risk hull insurance interim binder.

The following is the standard form of war risk hull insurance interim binder:

Form MA–184 (Revised 10–59)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

MARITIME ADMINISTRATION

WAR RISK HULL INSURANCE

INTERIM BINDER NO. WRH–

The United States of America, represented by the Maritime Administrator, acting for the Secretary of Commerce, in consideration of the binding fee and premium provided for herein, hereby insures, in accordance with applicable provisions of law and subject to all limitations thereof, particularly Title XII of Merchant Marine Act, 1936, as amended, against Hull War Risks only, subject to the conditions stated herein:

Assured _____.
Loss, if any, payable to _____ or order on _____ _____ _____
(Vessel's name) (Official No.) (Flag)
_____ _____
(Gross tonnage) (Date built)

Sum insured _____ dollars ($_____), but in the event of damage to or actual or constructive total loss of the vessel, the insured value will be not in excess of $__(*)__, which latter amount is the stated valuation of the vessel determined by the Secretary of Commerce in accordance with section 1209(a), Title XII of Merchant Marine Act, 1936, as amended: *Provided,* That in the event the "sum insured" be less than the "stated valuation" determined under said section, this insurance shall be not in excess of the lesser amount.

Attaching automatically upon the outbreak of war or upon the inception of a hostile act or occurrence which results in a state of war (whichever may first occur and whether there be a declaration of war or not) between any member of the North Atlantic Treaty Organization and any of the Contracting Parties to the Treaty of Friendship Cooperation and Mutual Assistance signed at Warsaw, May 14, 1955, or the Central People's Government of the People's Republic of China.

Terminating thirty (30) days after it has been deemed that an outbreak or state of war has arisen within the meaning of the "American Institute—Automatic Termination Clauses (October 1, 1959)" at rates to be fixed by the Maritime Administrator.

Assured to have privilege to deferring attachment by giving written or telegraphic notice to the Underwriting Agent prior to attachment of risk.

This binder shall automatically expire at midnight, September 7, 1960, G.m.t. The Maritime Administrator reserves the right to terminate this binder but not before midnight, March 31, 1960, G.m.t.

Terms and conditions: There shall be deemed to the incorporated herein all of the terms, conditions and warranties contained in the war risk hull insurance policy set forth in § 308.107 of Maritime Administration General Order 75 (Part 308, Title 46, Code of Federal Regulations) but, to the extent there is inconsistency between such policy and this binder, the terms, conditions and warranties of this binder shall prevail.

Warranted that at the date of issuance of this binder and for and during the term of any insurance attaching hereunder the vessel is (1) an American vessel as defined in section 1201(a), Title XII of Merchant Marine Act, 1936, as amended, or (2) a foreign-flag vessel in the category, including the applicable sub-part of category (b), specified in the application pursuant to which this binder was issued, and if, at any time after insurance attaches under this binder, the vessel shall cease to come within either (1) or (2) above, this binder and insurance provided hereunder shall automatically terminate at the time of such change, without return of binding fee or premium, unless the Maritime Administrator agrees otherwise.

Premium: Rate to be fixed promptly after the happening of the event causing the "American Institute—Automatic Termination Clauses (October 1, 1959)" of any war risk policies to become operative and the premium shall be payable within ten days after receipt of notice of the amount thereof by the assured. Premium shall be paid to the Underwriting Agent that issued the binders by check payable to the order of Maritime Adm.—Commerce.

Privilege is granted to effect, on an excess basis, additional war risk hull insurance, which insurance shall not inure to the benefit of the Maritime Administrator as underwriter.

Claims: Casualties arising after attachment of insurance hereunder shall be reported promptly to the Underwriting Agent and all claim documents shall be likewise filed with such Underwriting Agent but payment of the amounts due in settlement of claims will be made by the Maritime Administrator.

The Underwriting Agent does not, by countersigning this binder or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the Underwriting Agent by the Agreement made with the Maritime Administrator, acting for the Secretary of Commerce.

UNITED STATES OF AMERICA,
By Maritime Administrator,
acting for the Secretary
of Commerce.

Countersigned at New York, N.Y., this _____ day of _____, 19__.

AMERICAN WAR RISK AGENCY,
By _____
(Authorized underwriting agent)

_____
(Maritime Administrator)

Not valid unless countersigned by an authorized underwriting agent.

§ 308.107 Standard form of war risk hull insurance policy.

The following is the standard form of war risk hull insurance policy:

Form MA— 240 (10–59)

Policy No. H–_____

UNITED STATES OF AMERICA

Represented by the Maritime Administrator, acting for the Secretary of Commerce (sometimes hereinafter called the Underwriter), by this policy of insurance, in accordance with applicable provisions of law and subject to all limitations thereof, does make insurance and cause to be insured: _____ for account of _____ but subject to the following provisions with respect to change of ownership, etc.:

In the event of any change, voluntary or otherwise, in the ownership of the Vessel or if the Vessel be placed under new management or be chartered on a bareboat basis or requisitioned on that basis, then, unless the Underwriter agrees thereto in writing, this Policy shall thereupon become cancelled from time of such change in ownership or management, charter or requisition: *Provided, however,* That in the case of an involuntary temporary transfer by requisition or otherwise, without the prior execution of any written agreement by the Assured, such cancellaion shall take place fifteen days after such transfer: *And provided further,* That if the Vessel has cargo on board and has already sailed from her loading port, or is at sea in ballast, such cancellation shall be suspended until arrival at final port of discharge if with cargo or at port of destination if in ballast. This insurance shall not inure to the benefit of any such charterer or transferee of the Vessel, and if a loss payable hereunder should occur between such transfer and such cancellation the Underwriter shall be subrogated to all the rights of the Assured against the transferee, by reason of such transfer, in respect of all or part of such loss as is recoverable from the transferee and in the proportion which the respective amounts insured bear to the insured value. A pro rata daily return of net premium shall be made. The foregoing provisions with respect to cancellation in the event of change in ownership or management, charter or requisition shall apply even in the case of insurance "for account of whom it may concern."

Less, if any (excepting claims required to be paid to others under the Collision Clause), payable to _____ or order. Sum insured _____ dollars ($_____), but in the event of damage to or actual or constructive total loss of the Vessel, the insured value will be not in excess of $__(*)__, which latter amount is the stated valuation of the Vessel determined by the Secretary of Commerce in accordance with section 1209(a), title XII of Merchant Marine Act, 1936, as amended: *Provided,* That in the event the "sum insured" be less than the "stated valuation" determined under said section, this insurance shall be not in excess of the lesser amount.

At and from the _____ day of _____ 19__, _____ time to the _____ day of _____ 19__, _____ time.

Provided, however, Should the Vessel at the expiration of this Policy be at sea, or in distress, or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriter, be held covered at a pro rata monthly premium to her port of destination.

On the Vessel called the _____ Official No. _____ (or by whatsoever name or names the said Vessel is or shall be called).

The said Vessel, for so much as concerns the Assured, by agreement between the Assured and the Underwriter in this Policy, is and shall be valued at as follows:

Hull, tackle, apparel, passenger fittings, equipment, stores, ordnance, munitions, boats and other furniture	$_____	
Boilers, machinery, refrigerating machinery and insulation, motor generators and other electrical machinery, and everything connected therewith	$_____	$_____

Donkey boilers, winches, cranes, windlasses and steering gear shall be deemed to be a part of the hull and not of the machinery.

Special Conditions and Warranties: Unless physically deleted by the Underwriters, the following warranty shall be paramount and shall supersede and nullify any contrary provision of the Policy:

*If this valuation is not inserted when the binder is issued, it will be published in the FEDERAL REGISTER pursuant to Maritime Administration General Order 82 as amended from time to time.

F. C. & S. CLAUSE

Notwithstanding anything to the contrary contained in the Policy, this insurance is warranted free from any claim for loss, damage or expense caused by or resulting from capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt thereat, or any taking of the Vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but the foregoing shall not exclude collision or contact with aircraft, rockets or similar missiles, or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire of explosion unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

If war risks are hereafter insured by endorsement on the Policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.

Held covered in case of any breach of warranty as to cargo, trade, locality or date of sailing, provided notice be given and any additional premium required be agreed immediately after receipt of advices of breach or proposed breach by Owners.

The Underwriters to be paid in consideration of this insurance _____ Dollars being at the rate of _____ percent.

In event of non-payment of premium thirty days after attachment this Policy may be cancelled by the Underwriter upon five days written notice being given the Assured. Such proportion of the premium, however, as shall have been earned up to the time of such cancellation shall be due and payable; but in the event of Total or Constructive Total Loss occurring prior to cancellation full annual premium shall be deemed earned.

To return—

_____ cents percent net for each uncommenced month if it be mutually agreed to cancel this Policy. As follows for each consecutive 30 days the Vessel may be laid up in port, viz:

	Without cargo on board (¢% net)	*With cargo on board (¢% net)*
1. Under repair_____	_____	_____
2. Not under repair__	_____	_____

For the purpose of this clause a Vessel loading or discharging cargo shall be considered as "with cargo on board".

Provided always: (a) that in no case shall a return be allowed when the within named Vessel is lying in a roadstead or in exposed and unprotected waters.

(b) that in the event of a return for special trade, or any other reason, being recoverable, the above rates of return of premium shall be reduced accordingly.

And arrival.

In the event of the Vessel being laid up in port for a period of 30 consecutive days, a part only of which attaches to this Policy, it is hereby agreed that the laying up period, in which either the commencing or ending date of this Policy falls, shall be deemed to run from the first day on which the Vessel is laid up and that on this basis the Underwriter shall pay such proportion of the return due in respect of a full period of 30 days as the number of days attaching hereto bear to thirty.

Additional insurances as follows are permitted:

(a) *Disbursements, managers' commissions, profits or excess or increased value of hull and machinery, and/or similar interests however described, and freight (including chartered freight or anticipated freight) insured for time.* A sum not exceeding in the aggregate 25 percent of the insured value of the Vessel.

(b) *Freight or hire, under contracts for voyage.* A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under this section shall be reduced as the freight or hire is earned by the gross amount so earned.

(c) *Anticipated freight if the vessel sails in ballast and not under charter.* A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance, plus the charges of insurance. *Provided, however,* That no insurance shall be permitted under this section if any insurance is affected under section (b).

(d) *Time charter hire or charter hire for series of voyages.* A sum not exceeding 50 percent of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under this section shall be reduced as the hire is earned under the charter by 50 percent of the gross amount so earned but where the charter is for a period exceeding 18 months the sum insured need not be reduced while it does not exceed 50 percent of the gross hire still to be earned under the charter. An insurance under this section may begin on the signing of the charter.

(e) *Premiums.* A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Protection and Indemnity or War &c. Risk insurance) reducing pro rata monthly.

(f) *Returns of premium.* A sum not exceeding the actual returns which are recoverable subject to "and arrival" under any policy of insurance.

(g) *Insurance irrespective of amount.* Against risks excluded by the F.C. & S. Clause, and risks enumerated in the American Institute War and Strikes Clauses and General Average and Salvage Disbursements.

Warranted that no insurance on any interests enumerated in the foregoing sections (a) to (f), inclusive, in excess of the amounts permitted therein and no insurance subject to P.P.I., F.I.A. or other like term, on any interests whatever excepting those enumerated in section (a), is or shall be effected to operate during the currency of this Policy by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriter any defense to a claim by a Mortgagee who has accepted this Policy without knowledge of such breach.

Beginning the adventure upon the said Vessel, as above, and so shall continue and endure during the period aforesaid, as employment may offer, in port and at sea, in docks and graving docks and on ways, gridirons and pontoons, at all times, in all places and on all occasions, services and trades whatsoever and wheresoever, under steam, motor power or sail; with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but if without the approval of the Underwriter the Vessel be towed, except as is customary or when in need of assistance, or undertakes towage or salvage services under a pre-arranged contract made by Owners and/or Charterers, the Assured shall notify the Underwriter immediately and pay an additional premium if required but no such premium shall be required for customary towage by the Vessel in connection with loading and discharging. With liberty to discharge, exchange and take on board goods, specie, passengers and stores, wherever the Vessel may call at or proceed to, and with liberty to carry goods, live cattle, &c., on deck or otherwise.

Touching the Adventures and Perils which the said Underwriter is contended to bear and take upon itself, they are of the Seas, Men-of-War, Fire, Lightning, Earthquake, Enemies, Pirates, Rovers, Assailing Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what nation, condition or quality soever, Barratry of the Master and Mariners and of all other like Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment or Damage of the said Vessel, &c, or any part thereof; excepting, however, such of the foregoing Perils as may be excluded by provisions elsewhere in the Policy or by endorsement. And in case of any Loss or Misfortune, it shall be lawful and necessary for the Assured, their Factors, Servants and Assigns, to sue, labor and travel for, in and about the Defense, Safeguard and Recovery of the said Vessel, &c, or any part thereof, without prejudice to this Insurance, to the Charges whereof the Underwriter will contribute its proportion as provided below. And it is expressly declared and agreed that no acts of the Underwriter or Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

This insurance also specially to cover (subject to the Average Warranty) loss of or damage to the subject matter insured directly caused by the following:

Accidents in loading, discharging or handling cargo, or in bunkering;

Accidents in going on or off, or while on drydocks, graving docks, ways, gridirons or pontoons;

Explosions on shipboard or elsewhere;

Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting of boilers, breakage of shafts, or any latent defect in the machinery or hull, (excluding the cost and expense of replacing or repairing the defective part);

Breakdown of or accidents to nuclear installations or reactors not on board the insured Vessel;

Contact with aircraft, rockets or similar missiles, or with any land conveyance;

Negligence of Charterers and/or Repairers, provided such Charterers and/or Repairers are not Assured(s) hereunder;

Negligence of Master, Mariners, Engineers or Pilots; provided such loss or damage has not resulted from want of due diligence by the Assured, the Owners or Managers of the Vessel, or any of them. Masters, Mates, Engineers, Pilots or Crew not to be considered as part owners within the meaning of this clause should they hold shares in the Vessel.

In the event of accident whereby loss or damage may result in a claim under this Policy, notice shall be given in writing to the Underwriter, where practicable, prior to survey, so that it may appoint its own surveyor if it so desires. The Underwriter shall

be entitled to decide the port to which a damaged Vessel shall proceed for docking or repairing (the actual additional expense of the voyage arising from compliance with the Underwriter's requirements being refunded to the Assured) and the Underwriter shall also have a right of veto in connection with the place of repair or repairing firm proposed and whenever the extent of the damage is ascertainable the Underwriter may take or may require to be taken tenders for the repair of such damage. In the event of failure to comply with the conditions of this clause 15 per cent shall be deducted from the amount of the ascertained claim.

In cases where a tender is accepted with the approval of the Underwriter, an allowance shall be made at the rate of 30 percent per annum on the insured value for each day or pro rata for part of a day from the time of the completion of the survey until the acceptance of the tender provided that it be accepted without delay after receipt of the Underwriter's approval.

No allowance shall be made for any time during which the Vessel is loading or discharging cargo or bunkering.

Due credit shall be given against the allowance as above for any amount recovered:

(a) In respect of fuel and stores and wages and maintenance of the Master, Officers and Crew or any member thereof allowed in General or Particular Average;

(b) From third parties in respect of damages for detention and/or loss of profit and/or running expenses;

for the period covered by the tender allowance or any part thereof.

Notwithstanding anything herein contained to the contrary, this policy is warranted free from Particular Average under 3 percent, or unless amounting to $4,850, but nevertheless when the Vessel shall have been stranded, sunk, on fire, or in collision with any other Ship or Vessel, the Underwriter shall pay the damage occasioned thereby, and the expense of sighting the bottom after stranding shall be paid, if reasonably incurred, even if no damage be found.

Grounding in the Panama Canal, Suez Canal or in the Manchester Ship Canal or its connections, or in the River Mersey above Rock Ferry Slip, or in the River Plate (above a line drawn from the North Basin, Buenos Aires, to the mouth of the San Pedro River) or its tributaries, or in the Danube or Demerara Rivers or on the Yenikale Bar, shall not be deemed to be a stranding.

Average payable on each valuation separately or on the whole, without deduction of thirds, new for old, whether the Average be Particular or General.

No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.

The warranty and conditions as to Average under 3 percent or unless amounting to $4,850 to be applicable to each voyage as if separately insured, and a voyage shall commence at the Assured's election when the Vessel either begins to load cargo or sails in ballast to a loading port. Such voyage shall continue until the Vessel has made not more than three passages or not more than two passages with cargo (whichever first occurs) and extend further until the Vessel thereafter begins to load cargo or sails (whichever first occurs), but such extension shall not exceed 30 days in port. A passage shall be deemed to be from the commencement of loading at the first port or place of loading until completion of discharge at the last port or place of discharge, or, if the Vessel sails in ballast, from the port or place of departure until arrival at the first port or place thereafter other than a port or place of refuge or a port or place for bunkering only. Each period in port of 30 days in excess of 30 days between passages shall itself constitute a passage for the purposes of this clause. When the Vessel sails in ballast to effect damage repairs such sailing or passage shall be considered part of the previous passage. In calculating whether the 3 percent or $4,850 is reached, Particular Average occurring outside the period covered by this Policy may be added to Particular Average occurring within such period, providing it occur on the same voyage as above defined, but only that portion of the claim arising within the period covered by this Policy shall be recoverable hereon. A voyage shall not be so fixed that it overlaps another voyage on which a claim is made on this or the preceding or succeeding Policy. Particular Average which would be excluded by the terms of this Policy shall not be included in determining whether the 3 percent or $4,850 is reached.

No recovery for a Constructive Total Loss shall be had hereunder unless the expense of recovering and repairing the Vessel shall exceed the insured value.

In ascertaining whether the Vessel is a Constructive Total Loss the insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

In the event of Total or Constructive Total Loss, no claim to be made by the Underwriter for freight, whether notice of abandonment has been given or not.

In no case shall the Underwriter be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the period covered by this Policy.

General Average, Salvage, and Special Charges payable as provided in the contract of affreightment, or failing such provision, or there be no contract of affreightment, payable in accordance with the Laws and Usages of the Port of New York. Provided always that when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners of the cargo, General Average shall be paid in accordance with same.

And it is further agreed that in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any Vessel belonging in part or in whole to the same Owners or Charterers, the value of such services (without regard to the common ownership or control of the Vessels) shall be ascertained by arbitration in the manner below provided for under the Collision Clause, and the amount so awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.

When the contributory value of the Vessel is greater than the valuation herein the liability of the Underwriter for General Average contribution (except in respect to amount made good to the Vessel) or Salvage shall not exceed that proportion of the total contribution due from the Vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which the Underwriter is liable as Particular Average the value of the Vessel has been reduced for the purpose of contribution, the amount of the Particular Average claim under this Policy shall be deducted from the amount insured hereunder and the Underwriter shall be liable only for the proportion which such net amount bears to the contributory value.

In the event of expenditure under the Sue and Labor Clause, this Policy shall pay the proportion of such expenses that the amount insured hereunder bears to the insured value of the Vessel, or that the amount insured hereunder, less loss and/or damage payable under this Policy, bears to the actual value of the salved property; whichever proportion shall be less.

If claim for total loss is admitted under this Policy and sue and labor expenses have been reasonably incurred in excess of any proceeds realized or value recovered, the amount payable under this Policy will be the proportion of such excess that the amount insured hereunder (without deduction for loss or damage) bears to the insured value or the sound value of the Vessel at the time of the accident, whichever value was greater.

And it is further agreed that if the Vessel hereby insured shall come into collision with any other Ship or Vessel and the Assured or the Charterers or the Surety in consequence of the insured Vessel being at fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision the Underwriter will pay the Assured, or the Charterers, or the Surety, whichever shall have paid, such proportion of such sum or sums so paid as its subscription hereto bears to the value of the Vessel hereby insured, provided always that its liability in respect to any one such collision shall not exceed its proportionate part of the value of the Vessel hereby insured. And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of the Underwriter, it will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both Vessels are to blame, then, unless the liability of the Owners or Charterers of one or both such Vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charterers of each Vessel had been compelled to pay to the Owners or Charterers of the other of such Vessel such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property, in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two Vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both Vessels, and one to be appointed by the Underwriter; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. Provided always that this clause shall in no case extend to any sum which the Assured, or the Charterers, or the Surety, may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages, structures, or any other objects (excepting other Vessels and property thereon), consequent on such collision, or in respect of the cargo, baggage or engagements of the Insured Vessel, or for loss of life, or personal injury. And provided also that in the event of any claim under this clause being made by anyone other than the Owners of the Vessel hereby insured, he shall not be entitled to recover in respect of any liability to which the Owners of the Vessel as such would not be subject, nor to a greater extent than the Owners would be entitled in such event to recover.

In witness whereof, the Maritime Administrator, acting for the Secretary of Commerce, has signed this Policy but it shall not be valid unless countersigned by an authorized underwriting agent.

UNITED STATES OF AMERICA,
By Maritime Administrator,
acting for the Secretary of
Commerce.

(Maritime Administrator)

The Underwriting Agent does not, by countersigning this Policy or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the Underwriting Agent by the Agreement made with the Maritime Administrator, acting for the Secretary of Commerce.

Countersigned at _____ this _____ day of _____ 19 ___.

By: _____
(Authorized underwriting agent)

UNITED STATES OF AMERICA

HULL WAR RISK AND STRIKES CLAUSE

Endorsement attached to and made part of Policy No. _____. It is agreed that this insurance covers only those risks which would be covered by the attached Policy (including the Collision Clause) in the absence of the F.C. & S. warranty contained therein but which are excluded by that warranty. This insurance is also subject, however, to the following warranties and additional clauses:

(1) The Adventures and Perils Clause shall be construed as including the risks of hostilities or warlike operations, piracy, civil war, revolution, rebellion or insurrection or civil strife arising therefrom, floating and/or stationary mines and/or torpedoes whether derelict or not, weapons of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter, and the application of sanctions under international agreements, whether before or after declaration of war and whether by a belligerent or otherwise, but excluding arrest, restraint or detainment under customs or quarantine regulations, and similar arrests, restraints or detainments not arising from actual or impending hostilities or sanctions.

(2) This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions or caused by persons acting maliciously, but this paragraph shall not be construed to include or cover any loss, damage or expense caused by or resulting from delay, detention or loss of use.

(3) The Franchise warranty in the attached Policy is waived and average shall be payable irrespective of percentage and without deduction of new for old. The provisions of the attached Policy with respect to constructive total loss shall apply only to claims arising from physical damage to the insured vessel.

(4) Warranted free of any claim for delay or demurrage and warranted not to abandon in case of capture, seizure or detention, until after condemnation of the property insured.

(5) Warranted free of any claim based upon loss of or frustration of the insured voyage or adventure caused by arrests, restraints or detainments, of kings, princes, or peoples.

(6) Warranted free from any claim arising from capture, seizure, arrest, restraint, detainment, preemption, confiscation or requisition by the Government of the United States or of the country in which the Vessel is owned or registered or of the country in which there vests any such right of requisition.

(7) Should the Vessel be at sea at the natural expiry of this Policy, this insurance shall be extended until the time the Vessel is moored at the next port to which she proceeds, provided notice be given to the Underwriting Agent as soon as practicable and an additional pro rata premium paid, if required.

(8) The "Breach of Warranty" clause in the policy is deleted.

(9) Warranted no War Risk Insurance in excess of the amount insured herein, whether for hull, machinery, disbursements, or other similar interests however described, exists or will be placed during the currency of this insurance, except as authorized by the Maritime Administrator, acting for the Secretary of Commerce.

(10) Warranted no cancellation except by mutual consent: *Provided, however,* That if the vessel shall be requisitioned by the United States on a basis whereby the United States provides the war risk insurance, then this insurance shall terminate and pro rata daily return premium shall be paid. In no other event shall there be any return of premium.

(11) For the purpose of determining liability under this policy for General Average contribution or Salvage and sue and labor expenses only, the sum insured herein or as stated in any binder of which this policy is a part, shall be deemed to be the "insured value."

Subpart C—War Risk Protection and Indemnity Insurance

§ 308.200 Amount of insurance for which application may be made.

An applicant for war risk protection and indemnity insurance shall state the amount of insurance desired but such amount shall not exceed $250.00 per gross ton of the vessel.

§ 308.201 Form of application.

Applications submitted shall be in strict accordance with the following form:

Form MA-185 (Revised 10-59)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

MARITIME ADMINISTRATION

APPLICATION FOR WAR RISK PROTECTION AND INDEMNITY INSURANCE

Application is made for War Risk Protection and Indemnity Insurance pursuant to Title XII of the Merchant Marine Act, 1936, as amended, and in accordance with all provisions of law and subject to all limitations thereof:

Assured _____
Address _____
Owner _____
Address _____
Mortgagee, if any _____
Address _____
Loss, if any, payable to _____ or order.
On _____ _____ _____
(Vessel's name) (Official No.) (Flag)
_____ _____
(Gross tonnage) (Date built)
Sum to be insured $_____ but not exceeding $250 per gross ton of the vessel.

To attach automatically upon the outbreak of war or upon the inception of a hostile act or occurrence which results in a state of war (whichever may first occur and whether there be a declaration of war or not) between any member of the North Atlantic Treaty Organization and any of the Contracting Parties to the Treaty of Friendship Cooperation and Mutual Assistance signed at Warsaw May 14, 1955, or the Central People's Government of the People's Republic of China.

To terminate thirty (30) days after it has been deemed that an outbreak or state of war has arisen within the meaning of the "American Institute-Automatic Termination Clauses (October 1, 1959)" at rates to be fixed by the Maritime Administrator.

Terms and conditions: Subject to form of policy prescribed by the Maritime Administrator, acting for the Secretary of Commerce.

If application is for insurance on a foreign-flag vessel, indicate category. If in category (b) also indicate applicable subpart. Category ( ) ( ).

(a) Owned by a citizen or citizens of the United States as defined in section 1201(d), Title XII of Merchant Marine Act, 1936, as amended.

(b) Owned by a foreign corporation, the majority of the stock of which is owned by a citizen or citizens of the United States as defined in section 1201(d), Title XII of Merchant Marine Act, 1936, as amended or under long-term charter to such a citizen or citizens and

(i) Regularly loading and/or discharging cargo and/or passengers at a port or ports in the continental United States or its territories or possessions, or

(ii) In a service on a term (not voyage) basis for the sole account of the United States or any department or agency thereof, or

(iii) In a service believed by the concerned owner, charterer, assured and applicant to be in the interest of the national defense or the national economy of the United States.

If this application is for insurance with respect to a foreign-flag vessel not in category (a), (b) (i), or (b) (ii) it shall be accompanied by the statement specified in § 308.3 of Maritime Administration General Order 75 (Part 308, Title 46, Code of Federal Regulations), which statement shall be deemed to be a part of this application. Binding Fee (not returnable unless application is rejected). $25.00.

Check payable to the order of Maritime Adm.-Commerce enclosed herewith. Rate of Premium: To be fixed by the Maritime Administrator, acting for the Secretary of Commerce.

Dated _____ 19__
Applicant _____
Binder to be sent to:
Name _____
Address _____
By _____
(Authorized signature)

(Application, in duplicate, to be submitted to the American War Risk Agency, 99 John Street, New York 38, N.Y.)

§ 308.202 Issuance of interim binder; its terms and conditions.

Upon acceptance of an application, an interim binder in the form set forth in § 308.205 will be issued and there shall be deemed to be incorporated therein by reference all of the terms, conditions and warranties contained in the standard war risk protection and indemnity insurance policy set forth in § 308.206 to the same extent as if such policy were made a part of the binder. The binding fee shall be $25.00.

§ 308.203 Sum which will be insured under interim binder.

The sum insured shall be the amount stated in the application, but not in excess of $250.00 per gross ton of the vessel.

§ 308.204 Reporting casualties and filing claims.

All casualties occurring after insurance under a binder has attached shall be reported promptly to, and all claim documents filed with, the Division of Insurance, Maritime Administration, Department of Commerce, Washington 25, D.C.

§ 308.205 Standard form of war risk protection and indemnity insurance interim binder.

The following is the standard form of war risk protection and indemnity insurance interim binder:

Form MA–186 (Revised 10–59)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

MARITIME ADMINISTRATION

WAR RISK PROTECTION AND INDEMNITY INSURANCE

INTERIM BINDER NO. WR P & I

The United States of America, represented by the Maritime Administrator, acting for the Secretary of Commerce, in consideration of the binding fee and premium provided for herein, hereby insures, in accordance with applicable provisions of law and subject to all limitations thereof, particularly Title XII of Merchant Marine Act, 1936, as amended, against War Risk Protection and Indemnity liabilities only, subject to the conditions stated herein:

Assured _____
Loss, if any, payable to _____
_____or order.
On _____ _____ _____
(Vessel's name) (Official No.) (Flag)
_____ _____
(Gross tonnage) (Date built)
Sum insured _____ dollars ($_____) but not exceeding $250 per gross ton of the insured vessel.

Attaching automatically upon the outbreak of war or upon the inception of a hostile act or occurrence which results in a state of war (whichever may first occur and whether there be a declaration of war or not) between any member of the North Atlantic Treaty Organization and any of the Contracting Parties to the Treaty of Friendship Cooperation and Mutual Assistance signed at Warsaw May 14, 1955, or the Central People's Government of the People's Republic of China.

Terminating thirty (30) days after it has been deemed that an outbreak or state of war has arisen within the meaning of the "American Institute-Automatic Termination Clauses (October 1, 1959)" at rates to be fixed by the Maritime Administrator.

Assured to have privilege of deferring attachment by giving written or telegraphic notice to the Underwriting Agent prior to attachment of risk.

This binder shall autcmatically expire at midnight, September 7, 1960, G.m.t. The Maritime Administrator reserves the right to terminate this binder but not before midnight, March 31, 1960, G.m.t.

Terms and conditions: There shall be deemed to be incorporated herein all of the terms, conditions and warranties contained in the war risk protection and indemnity insurance policy set forth in § 308.206 of Maritime Administration General Order 75 (Part 308, Title 46, Code of Federal Regulations) but, to the extent there is inconsistency between such policy and this binder, the terms, conditions and warranties of this binder shall prevail.

Warranted that at the date of issuance of this binder and for and during the term of any insurance attaching hereunder the vessel is (1) an American vessel as defined in section 1201(a), Title XII of Merchant Marine Act, 1936, as amended, or (2) a foreign-flag vessel in the category, including the applicable sub-part of category (b), specified in the application pursuant to which this binder was issued, and if, at any time after insurance attaches under this binder, the vessel shall cease to come within either (1) or (2) above, this binder and insurance provided hereunder shall automatically terminate at the time of such change, without return of binding fee or premium, unless the Maritime Administrator agrees otherwise.

Premium: Rate to be fixed promptly after the happening of the event causing the "American Institute-Automatic Termination Clauses (October 1, 1959)" of any war risk policies to become operative and premium shall be payable within ten days after receipt of notice of the amount thereof by the assured. Premium shall be paid to the Underwriting Agent that issued the binders by check payable to the order of Maritime Adm.-Commerce.

Privilege is granted to effect, on an excess basis, additional war risk protection and indemnity insurance, which insurance shall not inure to the benefit of the Maritime Administrator as underwriter.

Claims: Casualties arising after the attachment of insurance hereunder shall be reported promptly to the Division of Insurance, Maritime Administration, Department of Commerce, Washington 25, D.C., and all claim documents shall likewise be filed with such Division.

The Underwriting Agent does not, by countersigning this binder or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the Underwriting Agent by the Agreement made with the Maritime Administrator, acting for the Secretary of Commerce.

UNITED STATES OF AMERICA,
By Maritime Administrator,
acting for the Secretary
of Commerce.

Countersigned at New York, N.Y., this _____ day of _____, 195___.

AMERICAN WAR RISK AGENCY,
By _____
(Authorized Underwriting Agent)

_____
(Maritime Administrator)

Not valid unless countersigned by an authorized underwriting agent.

§ 308.206 Standard form of war risk protection and indemnity insurance policy.

The following is the standard form of war risk protection and indemnity insurance policy:

Form MA–241 (10–59) Policy No. P. & I. ____

UNITED STATES OF AMERICA

Represented by the Maritime Administrator, acting for the Secretary of Commerce (sometimes hereinafter called the Underwriter), by this policy of insurance, in accordance with applicable provisions of law and subject to all limitations thereof, and in consideration of the stipulations herein named and of _____ dollars, being premium at the rate of _____, does insure _____ hereinafter called the Assured.

Loss, if any, payable to _____ or order. In the sum of _____ dollars at and from the _____ day of _____ 19__, _____ time until the _____ day of _____ 19__, _____ time, against the liabilities of the Assured as hereinafter described, and subject to the terms and conditions hereinafter set forth, in respect of the vessel

_____ _____
(Vessel) (Official No.)

(or by whatsoever other name or names the said vessel is or shall be called).

The Underwriter undertakes to make good to the Assured all such loss and/or damage and/or expense as the Assured shall, as owner of the vessel named herein, have become legally liable to pay and shall pay on account of the liabilities, risks, events and/or happenings herein set forth:

Loss of life, injury and illness. (1) Liability for life salvage, loss of life of, or personal injury to, or illness of, any person, not including, however, unless otherwise agreed by endorsement hereon, liability to an employee (other than a seaman) of the Assured or, in case of his death, to his beneficiaries under any compensation act. Liability hereunder shall also include burial expenses not exceeding $200, where reasonably incurred by the Assured for the burial of any seaman. The term Person as aforesaid shall include any person or, persons carried on the insured vessel.

(a) Insurance hereunder shall not cover any liability under the provisions of Public Law 267, 64th Congress, approved September 7, 1916, as amended, now known as the Federal Employees Compensation Act, or under the provisions of section 2 (c) of Public Law 17, 78th Congress, approved March 24, 1943, as amended.

(b) Insurance hereunder in connection with the handling of cargo for the insured vessel shall commence from the time of receipt by the Assured of the cargo on dock or wharf, or on craft alongside for loading, and shall continue until due delivery thereof from dock or wharf of discharge or until discharge from the insured vessel on to a craft alongside.

Repatriation expenses. (2) Liability for expenses reasonably incurred in necessarily repatriating any member of the crew or any other person employed on board the insured vessel: *Provided, however,* That the Assured shall not be entitled to recover any such expenses incurred by reason of the expiration of the shipping agreement, other than by sea perils, or by the voluntary termination of the agreement. Wages shall be recoverable hereunder only when payable under statutory obligation during unemployment due to the wreck or loss of the insured vessel.

Collision. (3) Liability for loss or damage arising from collision of the insured vessel with another ship or vessel insofar as such liability is excluded from the liabilities insured under the following four-fourths Collision Clause in the United States of America Hull Policy (MA–240): "And it is further agreed that if the Vessel hereby insured shall come into collision with any other Ship or Vessel and the Assured or the Charterers or the Surety in consequence of the insured Vessel being at fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the Underwriter will pay the Assured, or the Charterers, or the Surety, whichever shall have paid, such proportion of such sum or sums so paid as its subscription hereto bears to the value of the vessel hereby insured, provided always that its liability in respect to any one such collision shall not exceed its proportionate part of the value of the Vessel hereby insured. And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of the Underwriter it will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both Vessels are to blame, then, unless the liability of the Owners or Charterers of one or both such Vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charterers of each Vessel had been compelled to pay to the Owners or Charterers of the other of such Vessels one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property, in part or in whole, of the same Owners or Charterers, all questions of responsibility

and amount of liability as between the two Vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both Vessels, and one to be appointed by the Underwriter; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. Provided always that this clause shall in no case extend to any sum which the Assured, or the Charterers, or the Surety, may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages, structures, or any other objects (excepting other Vessels and property thereon), consequent on such collision or in respect of the cargo, baggage or engagements of the Insured Vessel, or for loss of life, or personal injury. And provided also that in the event of any claim under this clause being made by anyone other than the Owners of the Vessel hereby insured, he shall not be entitled to recover in respect of any liability to which the Owners of the Vessel as such would not be subject, nor to a greater extent than the Owners would be entitled in such event to recover."

Provided, however, That insurance hereunder shall not extend to any liability, whether direct or indirect, in respect of the engagements of or the detention or loss of time of the insured vessel.

(a) Claims hereunder shall be settled on the principles of Cross-Liabilities to the same extent only as provided in the four-fourths Collision Clause above mentioned.

(b) Where both vessels are the property, in part or in whole, of the same Owners or Charterers, claims hereunder shall be settled on the basis of the principles set forth in the four-fourths Collision Clause above mentioned.

(c) Claims hereunder shall be separated among the several classes enumerated in this policy and each class shall be subject to the special conditions applicable in respect to such class.

(d) Notwithstanding the foregoing, the Underwriter shall not be liable for any claims hereunder where the various liabilities resulting from such collision, or any of them, have been compromised, settled or adjusted without the written consent of the Underwriter.

Damage caused otherwise than by collision. (4) Liability for loss of or damage to any other vessel or craft, or to property on board such other vessel or craft, caused otherwise than by collision of the insured vessel with another vessel or craft.

(a) Where such other vessel or craft or property on board such other vessel or craft belongs to the Assured, claims hereunder shall be adjusted as if it belonged to a third person: *Provided, however,* That if such vessel, craft or property be insured, the Underwriter shall be liable hereunder only insofar as the loss or damage, but for the insurance herein provided, is not or would not be recoverable by the Assured under such other insurance.

Damage to docks, buoys, etc. (5) Liability for damage to any dock, pier, jetty, bridge, harbor, breakwater, structure, beacon, buoy, lighthouse, cable or to any fixed or movable object or property whatsoever, except another vessel or craft or property on another vessel or craft or on the insured vessel unless elsewhere covered herein.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Underwriter shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

Wreck removal. (6) Liability for costs or expenses of or incidental to the removal of the wreck of the insured vessel if legally liable therefor; *Provided, however,* That:

(a) From such costs and expenses shall be deducted the value of any salvage from or which might have been recovered from the wreck inuring, or which might have inured, to the benefit of the Assured;

(b) The Underwriter shall not be liable for any costs or expenses which would be covered by full insurance under the United States of America Hull Policy (MA-240);

(c) In the event that the wreck of the insured vessel is upon property owned, leased, rented or otherwise occupied by the Assured, the Underwriter shall be liable for any liability for removal of the wreck which would be imposed upon the Assured by law in the absence of contract if the wreck had been upon the property belonging to another, but only for the excess over any amount recoverable under any other insurance applicable thereto.

Cargo. (7) Liability for loss of or damage to or in connection with cargo or other property (except mail or parcel post), including baggage and personal effects of persons other than members of the crew, and not exceeding $100 per person, to be carried, carried, or which has been carried on board the insured vessel: *Provided, however,* That no liability shall exist hereunder for:

Specie, bullion, jewelry, etc. (a) Loss, damage or expense incurred in connection with the custody, carriage or delivery of specie, bullion, precious stones, precious metals, jewelry, silks, furs, banknotes, bonds or other negotiable documents, or similar valuable property;

Refrigeration. (b) Loss, damage or expense arising out of or in connection with the care, custody, carriage or delivery of cargo requiring refrigeration, unless the spaces, apparatus, and means used for the care, custody and carriage thereof have been surveyed by a classification or other competent disinterested surveyor under working conditions before the commencement of each round voyage unless otherwise agreed and found in all respects fit, and unless the Underwriter has approved in writing the form of contract under which such cargo is accepted for transportation;

Deviation. (c) Loss, damage or expense arising from any deviation, or proposed deviation, not authorized by the contract of affreightment, known to the Assured in time to insure specifically the liability therefor, unless notice thereof is given to the Underwriter and the Underwriter agrees, in writing, that such insurance is unnecessary;

Stowage in improper spaces. (d) Loss, damage or expense arising with respect to under deck cargo stowed on deck or with respect to cargo stowed in spaces not suitable for its carriage, unless the Assured shall show that every reasonable precaution has been taken by him to prevent such improper stowage;

Misdescription of goods. (e) Loss, damage or expense arising out of or as a result of the issuance of bills of lading which, to the knowledge of the Assured, improperly described the goods or their containers as to condition or quantity;

(f) Loss, damage or expense arising from issuance of clean bills of lading for goods known to be missing, unsound or damaged;

(g) Loss, damage or expense arising from the intentional issuance of bills of lading prior to receipt of the goods described therein, or covering goods not received at all;

(h) Loss, damage or expense arising from delivery of cargo without surrender of order bills of lading;

Freight. (i) Freight on cargo short-delivered, whether or not prepaid or whether or not included in the claim and paid by the Assured: *And provided further,* That:

(j) Liability hereunder shall in no event exceed that which would be imposed by law in the absence of contract;

Protective clauses required in contract of affreightment. (k) Liability hereunder shall be limited to such as would exist if the Chapter party, bill of lading, or contract of affreightment contained (i) a negligence general average clause in the form hereinafter specified under paragraph (12); (ii) a clause providing that any provision of the charter party, bill of lading, or contract of affreightment to the contrary notwithstanding, the Assured and the insured vessel shall have the benefit of all limitations of and exemptions from liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force; (iii) such clauses, if any, as are required by law to be stated therein; (iv) and such other protective clauses as are generally in use in the particular trade;

Carriage of Goods by Sea Act. (l) When cargo carried by the insured vessel is under a bill of lading or similar document of title subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as is imposed by said Act or law, and if the Assured or the insured vessel assumes any greater liability or obligation, either in respect of the valuation of the cargo or in any other respect, then the minimum liabilities and obligations imposed by said Act or law, such greater liability or obligation shall not be covered hereunder;

Limit of $500 per package. (m) When cargo carried by the insured vessel is under a charter party, bill of lading, or contract of affreightment not subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as would exist if said charter party, bill of lading, or contract of affreightment contained a clause exempting the Assured and the insured vessel from liability for losses arising from unseaworthiness provided that due diligence shall have been exercised to make the vessel seaworthy and properly manned, equipped, and supplied, and a clause limiting the Assured's liability for total loss or damage to goods shipped to $500 per package, or in case of goods not shipped in packages, per customary freight unit, and providing for pro rata adjustment on such basis for partial loss or damage. The provisions of clauses (k), (l) and (m) herein may, however, be waived or altered by the Underwriter on terms agreed in writing.

Oral contract. (n) In the event cargo is carried under an arrangement not reduced to writing, the Underwriter's liability hereunder shall be no greater than if such cargo had been carried under a charter party, bill of lading or contract of affreightment containing the clauses referred to herein;

Assured's own cargo. (o) Where cargo on board the insured vessel is the property of the Assured, such cargo shall be deemed to be carried under a contract containing the protective clauses described in clauses (k), (l) and (m) herein; and such cargo shall be deemed to be fully insured under the usual form of cargo policy, and in case of loss of or damage to such cargo the Assured shall be insured hereunder in respect of such loss or damage only to the extent that he would have been if the cargo had belonged to another, but only in the event and to the extent that the loss or damage would not be recoverable from marine insurers under a cargo policy as above specified;

Transportation on land or on another vessel or craft. (p) No liability shall exist here-

under for any loss, damage or expense in respect of cargo or other property, including baggage and personal effects of persons other than members of the crew, being transported on land or on another vessel or craft;

Cargo on dock. (q) No liability shall exist hereunder for any loss, damage or expense in respect of cargo or other property, including baggage and personal effects of persons other than members of the crew, before loading on or after discharge from the insured vessel caused by flood, tide, windstorm, earthquake, fire, explosion, heat, cold, deterioration, collapse of wharf, leaky shed, theft, or pilferage unless such loss, damage or expense is caused directly by the insured vessel, her master, officers or crew.

Fines and penalties. (8) Liability for fines and penalties for the violation of any laws of the United States, or of any State thereof, or of any foreign country: *Provided, however,* That the Underwriter shall not be liable to indemnify the Assured against any such fines or penalties resulting directly or indirectly from the failure, neglect or fault of the Assured or its managing officers to exercise the highest degree of diligence to prevent a violation of any such laws.

Mutiny, misconduct. (9) Liability for expenses incurred in resisting any unfounded claim by the master or crew or other person employed on board the insured vessel, or in prosecuting such person or persons in case of mutiny or other misconduct; not including, however, costs of successfully defending claims elsewhere protected in this policy.

Quarantine expenses. (10) Liability for extraordinary expenses, incurred in consequence of the outbreak of plague, or other disease on the insured vessel, for disinfection of the vessel or of persons on board, or for quarantine expenses not being the ordinary expenses of loading or discharging, nor the ordinary wages or provisions of crew or passengers: *Provided, however,* That no liability shall exist hereunder if the vessel be ordered to proceed to a port where it is known that she will be subjected to quarantine.

Putting in expenses. (11) Liability for port charges incurred solely for the purpose of putting into land an injured or sick seaman, and the net loss to the Assured in respect of bunkers, insurance, stores and provisions as the result of the deviation.

Cargo's proportion G/A. (12) Liability for Cargo's proportion of General Average, including special charges, so far as the Assured cannot recover the same from any other source; *Provided, however,* That if the charter party, bill of lading or contract of affreightment does not contain the negligence general average clause quoted below, the Underwriter's liability hereunder shall be limited to such as would exist if such clause were contained therein, viz:

Negligence G/A clause. "In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belong to strangers."

Expenses and law costs. (13) Liability for costs, charges and expenses reasonably incurred and paid by the Assured in connection with any liability insured under this policy, provided that the Assured shall not be entitled to indemnity for the cost or expense of prosecuting or defending any claim or suit unless the same shall have been incurred with the approval in writing of the Underwriter, or the Underwriter shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay, or that the expenses were reasonably and properly incurred. The cost and expense of prosecuting any claim in which the Underwriter shall have an interest by subrogation or otherwise shall be divided between the Assured and the Underwriter in proportion to the amounts which they would have been entitled to receive respectively, if the suit should be successful.

(14) Expenses which the Assured may incur under authorization of the Underwriter in the interest of the Underwriter.

GENERAL CONDITIONS AND LIMITATIONS

Prompt notice of claim. (15) In the event of any happening which may result in loss, damage or expense for which the Underwriter may become liable, prompt notice thereof, on being known to the Assured, shall be given by the Assured to the Underwriter, but failure to give such prompt notice because of wartime emergency conditions shall not prejudice this insurance. The Underwriter shall not be liable for any claim not presented to the Underwriter with proper proofs of loss within twenty-four (24) months after payment by the Assured.

Time for suit. (16) In no event shall suit on any claim be maintainable against the Underwriter unless commenced within twenty-four (24) months after the loss, damage or expenses resulting from liabilities, risks, events, occurrences and expenditures specified under this policy shall have been paid by the Assured.

Settlement of claims. (17) The Assured shall not make any admission of liability, either before or after any occurrence, which may result in a claim for which the Underwriter may be liable. The Assured shall not interfere in any negotiations of the Underwriter for settlement of any legal proceedings in respect of any occurrences for which the Underwriter is liable under this policy: *Provided, however,* That in respect of any occurrence likely to give rise to a claim under this policy, the Assured is obligated to and shall take such steps to protect his and the Underwriter's interests as would reasonably be taken in the absence of this or similar insurance. If the Assured shall fail or refuse to settle any claim as authorized or directed by the Underwriter, the liability of the Underwriter to the Assured shall be limited to the amount for which settlement could have been made or, if the amount is unknown, to the amount which the Underwriter authorized.

Defense of claims. (18) Whenever required by the Underwriter, the Assured shall aid in securing information and evidence and in obtaining witnesses and shall cooperate with the Underwriter in the defense of any claim or suit or in the appeal from any judgment, in respect of any occurrence as hereinbefore provided.

Assumed contractual liability. (19) Unless otherwise agreed by endorsement hereon, the Underwriter's liability shall in no event exceed that which would be imposed on the Assured by law in the absence of contract; *Provided, however,* That the Assured's right of indemnity from the Underwriter shall include any loss, damage or expense covered under the provisions of this policy arising as a result of any contract for the employment of tugs where such contract is one which is substantially similar to those customarily in use or in force during the currency of this policy. The Assured's right of indemnity hereunder shall not include any liability for loss, damage or expense arising from collision between the insured vessel and another vessel or craft, other than liability consequent on such collision, (a) for removal of obstructions under statutory powers, (b) for damage to any dock, pier, jetty, bridge, harbor, breakwater, structure, beacon, buoy, lighthouse, cable or similar structures, (c) in respect of the cargo of the insured vessel and (d) for loss of life, personal injury and illness.

Assignment. (20) No claim or demand against the Underwriter shall be assigned or transferred, and no person, other than a receiver of the property or the estate of the Assured, shall acquire any right against the Underwriter without the express consent of the Underwriter: *Provided, however,* That this shall not affect the rights of any assignee under an assignment made by virtue of any governmental order or decree, in which event such assignee shall have and possess all of the rights of its predecessor in assignment.

Subrogation. (21) The Underwriter shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any payment made under this policy, to the extent of such payment, and the Assured shall, upon the request of the Underwriter, execute all documents necessary to secure to the Underwriter such rights.

Double insurance. (22) The Underwriter shall not be liable for any loss or damage against which, but for the insurance hereunder, the Assured is or would be insured under existing insurance excepting as provided in paragraph (1)(a) hereof.

Limitation of liability. (23) If and when the Assured under this policy has any interest other than as an owner or bareboat charterer of the insured vessel, in no event shall the Underwriter be liable hereunder to any greater extent that if such Assured were the owner or bareboat charterer and were entitled to all the rights of limitation to which a shipowner is entitled.

Risks excluded. (24) Notwithstanding anything to the contrary contained in this policy, the Underwriter shall not be liable for any loss, damage, or expense sustained, directly or indirectly by reason of:

(a) Loss, damage or expense to hull, machinery, equipment or fittings of the insured vessel, including refrigerating apparatus and wireless equipment, whether or not owned by the Assured;

(b) Cancelment or breach of any charter or contract, detention of the vessel, bad debts, insolvency, fraud of agents, loss of freight, passage money, hire, demurrage, or any other loss of revenue;

(c) Any loss, damage, sacrifice, or expense which would be payable under the terms of the United States of America Hull Policy (MA-240), on hull, machinery, etc., whether or not the insured vessel is fully covered by insurance sufficient in amount to pay such loss, damage, sacrifice or expense;

(d) The insured vessel towing any other vessel or craft, unless such towage was to assist such other vessel or craft in distress to a port or place of safety: *Provided, however,* That this exception shall not apply to claims covered under paragraph (1) of this policy;

(e) For any claim for loss of life, personal injury or illness in relation to the handling of cargo where such claim arises under a contract of indemnity between the Assured and his subcontractor.

F. C. and S. Clause. (25) Notwithstanding anything to the contrary contained in this policy, the Underwriter shall not be liable for or in respect of any loss, damage or expense, sustained by reason of capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt thereat; or sustained in consequence of military, naval or air action by force of arms, including mines and torpedoes or other missiles or engines of war, whether of enemy or friendly origin; or sustained in consequence of placing the vessel in jeopardy as an act or measure of war taken in the actual process of a military engagement, including

embarking or disembarking troops or material of war in the immediate zone of such engagement; and any such loss, damage and expense shall be excluded from this policy without regard to whether the Assured's liability therefor is based on negligence or otherwise, and whether before or after a declaration of war.

(26) Liability hereunder in respect of any one accident or occurrence is limited to the amount hereby insured.

In witness whereof, the Maritime Administrator, acting for the Secretary of Commerce, has signed this policy but it shall not be valid unless countersigned by an authorized underwriting agent.

UNITED STATES OF AMERICA,
By Maritime Administrator,
acting, for the Secretary
of Commerce.

(Maritime Administrator)

The Underwriting Agent does not, by countersigning this policy or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the Underwriting Agent by the Agreement made with the Maritime Administrator, acting for the Secretary of Commerce.

Countersigned at _____ this _____ day of _____ 195 ___.

By: _____
(Authorized underwriting agent)

Form MA-241-A (10-59)

UNITED STATES OF AMERICA

WAR RISK PROTECTION AND INDEMNITY CLAUSES

Endorsement attached to and made part of Policy No. P. & I. _____

(1) This insurance to cover only the liability of the Assured for those protection and indemnity risks excluded from the Marine Protection and Indemnity Policy, to which these clauses are attached, by the F. C. & S. Clause contained therein.

(2) This insurance also to cover liability of the Assured for (a) strikes, riots and civil commotions and (b) for contractual repatriation expenses of any member of the crew as a result of perils excluded by the aforesaid F. C. & S. Clause.

(3) Claims for which the Underwriter shall be liable under these clauses shall not be subject to any deduction.

(4) The liability of the Underwriter under these clauses in respect of any one accident or series of accidents arising out of the same casualty shall be limited to the sum hereby insured, but not exceeding $250 per gross ton of the Vessel.

(5) In the event of loss or shipwreck of the vessel from any cause prior to the natural expiry of this policy, this insurance shall continue to cover the liability of the Assured to the crew of the insured vessel, subject to its terms and conditions and at an additional premium if so required by the Underwriter, until the crew shall be either discharged or landed at a port or place to which the owners or charterers are obliged to bring them.

(6) Should the vessel be at sea at the natural expiry of this policy, this insurance shall be extended until midnight, G.m.t., of the day on which the vessel is moored at the next port to which she proceeds provided notice be given to the Underwriter as soon as practicable and an additional premium paid, if required.

(7) Warranted no cancellation except by mutual consent: *provided, however,* That if the vessel shall be requisitioned by the United States on a basis whereby the United States provides the war risk insurance, then this insurance shall terminate and pro rata daily return premium shall be paid. In no other event shall there be any return of premium.

(8) Notwithstanding any of the foregoing provisions, all liabilities covered by the Second Seamen's form of policy are excluded from this insurance.

Subpart D—Second Seamen's War Risk Insurance

§ 308.300 Amounts of insurance for which application may be made.

An applicant for Second Seamen's war risk insurance shall not state the amount of insurance desired, which shall be as provided in § 308.303.

§ 308.301 Form of application.

Applications submitted shall be in strict accordance with the following form:

Form MA-187 (Revised 10-59)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

MARITIME ADMINISTRATION

APPLICATION FOR SECOND SEAMEN'S WAR RISK INSURANCE

Application is made for Second Seamen's War Risk insurance (1955) pursuant to Title XII of Merchant Marine Act, 1936, as amended and in accordance with all provisions of law and subject to all limitations thereof:

Assured _____

Address _____

Loss, if any, payable in accordance with applicable provisions of Second Seamen's War Risk Policy (1955).

_____ _____ _____
(Vessel's name) (Official No.) (Flag)

_____ _____
(Gross tonnage) (Date built)

In the amount specified in the Second Seamen's War Risk Policy (1955) or as modified by shipping articles, collective bargaining agreements or other applicable employment agreements which are in effect upon the happening of the event causing the "American Institute-Automatic Termination Clauses (October 1, 1959)" of any war risk policies to become operative. Upon the happening of said event, the number of crew members and modified benefits payable as of that date will immediately be declared to the Underwriting Agent. Any subsequent changes will be likewise declared.

To attach automatically upon the outbreak of war or upon the inception of a hostile act or occurrence which results in a state of war (whichever may first occur and whether there be a declaration of war or not) between any member of the North Atlantic Treaty Organization and any of the Contracting Parties to the Treaty of Friendship Cooperation and Mutual Assistance signed at Warsaw May 14, 1955, or the Central People's Government of the People's Republic of China.

To terminate thirty (30) days after it has been deemed that an outbreak or state of war has arisen within the meaning of the "American Institute—Automatic Termination Clauses (October 1, 1959)" at rates to be fixed by the Maritime Administrator.

Terms and conditions: Subject to form of policy prescribed by the Maritime Administrator, acting for the Secretary of Commerce.

If application is for insurance on a foreign-flag vessel, indicate category. If in category (b) also indicate applicable subpart. Category ( ) ( ).

(a) Owned by a citizen or citizens of the United States as defined in section 1201(d), title XII of Merchant Marine Act, 1936, as amended.

(b) Owned by a foreign corporation, the majority of the stock of which is owned by a citizen or citizens of the United States as defined in section 1201(d), title XII of Merchant Marine Act, 1936, as amended or under long-term charter to such a citizen or citizens, and

(i) Regularly loading and/or discharging cargo and/or passengers at a port or ports in the continental United States or its territories or possessions, or

(ii) In a service on a term (not voyage) basis for the sole account of the United States or any department or agency thereof, or

(iii) In a service believed by the concerned owner, charterer, assured and applicant to be in the interest of the national defense or the national economy of the United States.

If this application is for insurance with respect to a foreign-flag vessel not in category (a), (b) (i), or (b) (ii) it shall be accompanied by the statement specified in § 308.3 of Maritime Administration General Order 75 (Part 308, Title 46, Code of Federal Regulations), which statement shall be deemed to be a part of this application. Binding fee (not returnable unless application is rejected), $75.00.

Check payable to the order of "Maritime Adm.-Commerce" enclosed herewith.

Rate of Premium: To be fixed by the Maritime Administrator, acting for the Secretary of Commerce.

Date _____, 195___.

Applicant _____

Binder to be sent to:

Name _____

Address _____

By _____
(Authorized signature)

(Application, in duplicate, to be submitted to the American War Risk Agency, 99 John Street, New York 38, N.Y.)

§ 308.302 Issuance of interim binder; its terms and conditions.

Upon acceptance of an application, an interim binder in the form set forth in § 308.305 will be issued and there shall be deemed to be incorporated therein by reference all of the terms, conditions and warranties contained in the Second Seamen's War Risk Policy (1955) set forth in § 308.306 to the same extent as if such policy were made a part of the binder. The binding fee shall be $75.00.

§ 308.303 Sums which will be insured under interim binder.

The sums insured are the amounts specified in the Second Seamen's War Risk Policy (1955) or as modified by shipping articles, collective bargaining agreements or other applicable employment agreements which are in effect upon the happening of the event causing the "American Institute-Automatic Termination Clauses (October 1, 1959)" of any war risk policies to become operative. Upon the happening of said event, the number of crew members and modified benefits payable as of that date shall be declared immediately to the Underwriting Agent that issued the binder. Any subsequent changes shall be likewise declared.

§ 308.304 Reporting casualties and filing claims.

All casualties occurring after insurance under a binder has attached shall be reported promptly to, and all claim documents filed with, the Division of Insurance, Maritime Administration, Department of Commerce, Washington 25, D.C.

§ 308.305 Standard form of Second Seamen's war risk interim binder.

The following is the standard form of Second Seamen's war risk interim binder:

Form MA–188 (Revised 10–59)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

MARITIME ADMINISTRATION

SECOND SEAMEN'S WAR RISK INSURANCE

(1955)

INTERIM BINDER NO. SSWR

The United States of America, represented by the Maritime Administrator, acting for the Secretary of Commerce, in consideration of the binding fee and premium provided for herein, hereby insures, in accordance with applicable provisions of law and subject to all limitations thereof, particularly Title XII of Merchant Marine Act, 1936, as amended against Second Seamen's War Risk liabilities only, subject to the conditions stated herein:

Assured _____
Loss, if any, payable in accordance with applicable provisions of Second Seamen's War Risk Policy (1955).

_____ _____ _____
(Vessel's name) (Official No.) (Flag)

_____ _____
(Gross tonnage) (Date built)

Sums insured: The amounts specified in the Second Seamen's War Risk Policy (1955) or as modified by shipping articles, collective bargaining agreements or other applicable employment agreements which are in effect upon the happening of the event causing the "American Institute-Automatic Termination Clauses (October 1, 1959)" of any war risk policies to become operative. Upon the happening of said event the number of crew members and modified benefits payable as of that date shall immediately be declared to the Underwriting Agent. Any subsequent changes shall be likewise declared and additional premium paid, if required.

Attaching automatically upon the outbreak of war or upon the inception of a hostile act or occurrence which results in a state of war (whichever may first occur and whether there be a declaration of war or not) between any member of the North Atlantic Treaty Organization and any of the Contracting Parties to the Treaty of Friendship Cooperation and Mutual Assistance signed at Warsaw May 14, 1955, or the Central People's Government of the People's Republic of China.

Terminating thirty (30) days after it has been deemed that an outbreak or state of war has arisen within the meaning of the "American Institute-Automatic Termination Clauses (October 1, 1959)" at rates to be fixed by the Maritime Administrator.

Assured to have privilege of deferring attachment by giving written or telegraphic notice to the Underwriting Agent prior to attachment of risk.

This binder shall automatically expire at midnight, September 7, 1960, G.m.t. The Maritime Administrator reserves the right to terminate this binder but not before midnight, March 31, 1960, G.m.t.

Terms and conditions: There shall be deemed to be incorporated herein all of the terms, conditions and warranties contained in the Second Seamen's War Risk Policy (1955) set forth in § 308.306 of Maritime Administration General Order 75 (Part 308, Title 46, Code of Federal Regulations) but, to the extent there is inconsistency between such policy and this binder, the terms, conditions and warranties of this binder shall prevail.

Warranted that at the date of issuance of this binder and for and during the term of any insurance attaching hereunder the vessel is (1) an American vessel as defined in section 1201(a), Title XII of Merchant Marine Act, 1936, as amended or (2) a foreign-flag vessel in the category, including the applicable sub-part of category (b), specified in the application pursuant to which this binder was issued, and if, at any time after insurance attaches under this binder, the vessel shall cease to come within either (1) or (2) above, this binder and insurance provided hereunder shall automatically terminate at the time of such change, without return of binding fee or premium, unless the Maritime Administrator agrees otherwise.

Premium: Rate to be fixed promptly after the happening of the event causing the "American Institute-Automatic Termination Clauses (October 1, 1959)" of any war risk policies to become operative and premium shall be payable within ten days after receipt of notice of the amount thereof by the assured. Premium sall be paid to the Underwriting Agent that issued the binders by check payable to the order of Maritime Adm.-Commerce.

Claims: Casualties arising after the attachment of insurance hereunder shall be reported promptly to the Division of Insurance, Maritime Administration, Department of Commerce, Washington 25, D.C., and all claim documents shall likewise be filed with such Division.

The Underwriting Agent does not, by countersigning this binder or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the Underwriting Agent by the Agreement made with the Maritime Administrator, acting for the Secretary of Commerce.

UNITED STATES OF AMERICA,
By Maritime Administrator, acting for the Secretary of Commerce.

Countersigned at New York, N.Y., this ____ day of _____ 195__.

AMERICAN WAR RISK AGENCY,
By _____
(Authorized Underwriting Agent)

_____
(Maritime Administrator)

Not valid unless countersigned by an authorized Underwriting Agent.

§ 308.306 Standard form of Second Seamen's War Risk Policy (1955).

The following is the standard form of Second Seamen's War Risk Policy (1955):

Form MA–242 (10–59)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE, MARITIME ADMINISTRATION

SECOND SEAMEN'S WAR RISK POLICY

(1955 Standard Form)

Crew Life, Disability, Loss of Effects, and Detention

No. SSWR _____
Date _____

Total number of men insured for life and injury _____ for $_____ each
Total amount insured, life or injury:
$_____ Rate _____% Premium $_____
Total amount insured, personal effects:
$_____ Rate _____% Premium $_____
Total amount annual wages and emergency wages:
$_____ Rate _____% Premium $_____
Total premium _____ $_____

The United States of America (herein called the "Underwriter"), represented by the Maritime Administrator (herein called "Administrator"), acting for the Secretary of Commerce, in consideration of the payment by _____ (herein, for identification purposes only, called the "Operator") of a premium of $_____, and in accordance with applicable provisions of law and subject to all limitations thereof, particularly title XII, Merchant Marine Act, 1936, as amended, insures the master, officers and crew, as hereinafter set forth, of the vessel _____ (Official No. _____), during the period described herein commencing on or about _____ against loss of life, disability (including dismemberment and loss of function), loss of or damage to personal effects, and detention (including the occurrence of other situations hereinafter provided), from the perils and causes hereinafter stated, payable in case of claim in funds current in the United States in accordance with the following schedules and as hereinafter stated.

SCHEDULE 1—LOSS OF LIFE

Master, officers and crew, each_____ $5,000

The amount for which each person is covered by this schedule is the principal sum.

SCHEDULE 2—DISABILITY, INCLUDING DISMEMBERMENT AND LOSS OF FUNCTION

For disability proximately caused by the risks and perils insured against herein, and which arises within ninety days from the date of the happening of such risks and perils, and for dismemberment and loss of function caused by the risks and perils insured against herein, and which result from such a disability or otherwise occur within ninety days from the happening of such risks or perils, the Underwriter will pay to the insured the benefits set forth in the stipulations and conditions.

SCHEDULE 3—CREW EFFECTS

For loss of or damage to the personal effects of the master, officers or members of the crew proximately caused by the risks and perils insured against herein, the Underwriter will pay the amount set forth in the Stipulations and Conditions for the loss of or damage to said effects during the entire period of this policy as hereinafter set forth, and for the loss of or damage to effects proximately caused by the risks and perils insured against herein, purchased or otherwise acquired during the policy to replace effects lost or damaged by the risks and perils insured against herein, the Underwriter will pay not exceeding $50.00 for each such loss or damage.

SCHEDULE 4—DETENTION AND REPATRIATION BENEFITS

For detention of the master, officers, or members of the crew during the period covered by this policy, and under other situations hereinafter provided, the Underwriter will pay benefits to the insured or for his or their account, as set forth in the stipulations and conditions.

This policy is made and accepted subject to the foregoing and to the following:

STIPULATIONS AND CONDITIONS

Art.
1. Persons insured.
2. Additional insurance.
3. Risks and perils.
4. Period of coverage.
5. Extension of period of coverage.
6. Payment for loss of life.
7. Beneficiaries of insurance for loss of life.
8. (A) Designation and change of beneficiary; (B) continuing designation.
9. Claims.
10. Time for payment of insurance for loss of life.
11. Proof of death.
12. Disability and dismemberment.
13. Physical examination.
14. Personal effects defined
15. Amount of payment for loss of, or damage to, personal effects.

ARTICLE 1. *Persons insured.* The persons insured by this policy are the master, officers and crew of the vessel described on the face of this policy. Except as to merchant seamen, membership in the vessel's gun crew shall not of itself constitute an individual a member of the crew of the vessel, as that phrase is used herein. Any person or persons insured under any other or similar policy, including the Second Seaman's War Risk Policy (1952), insuring against loss of life or disability (including dismemberment and loss of function) or loss of or damage to personal effects or detention (including the occurrence of other situations hereinafter provided) shall not to the extent of such prior coverage, be entitled to coverage under this policy while such other insurance is in force and effect.

ART. 2. *Additional insurance.* In the event that any person is employed as a master or officer or member of the crew of said vessel after the commencement of the voyage, the amount of the premium shall be increased proportionately: *Provided, however,* That the failure to pay such additional premium shall not affect the additional coverage.

ART. 3. *Risks and perils.* The insurance is for loss of life, disability (including dismemberment and loss of function), loss of or damage to personal effects, and detention (including the occurrence of other situations hereinafter provided) of the insured, directly and proximately caused by risks of war and warlike operations, including capture, seizure, destruction by men-of-war, sabotage, piracy, takings at sea, arrests, restraints and detainments, acts of kings, princes and peoples in the prosecution of hostilities or in the application of sanctions under international agreements, whether before or after declaration of war and whether by a belligerent or otherwise, including factions engaged in civil war, revolution, rebellion or insurrection, scuttling to prevent capture, aerial bombardment, or, attempts at, or measures taken in defense of, all of the foregoing acts, floating or stationary mines, torpedoes, whether derelict or not, collision caused by failure, in compliance with wartime regulations, or said vessel or any vessel with which she is in collision, to show the usual full peacetime navigation or anchorage lights, stranding caused by the absence of lights, buoys, or similar peacetime aids to navigation consequent upon wartime regulations, stranding caused by the failure of said vessel to employ a pilot in waters where a pilot would ordinarily be employed in peacetime, but in which the employment of a pilot is dispensed with in compliance with military, naval or other governmental orders, or with a view to avoiding imminent enemy attack (for the purposes of the foregoing, the failure to show lights, the absence of lights, buoys, etc., and the failure to employ a pilot shall be presumed to be the cause of the collision or stranding unless the contrary be proved, and stranding shall include sinking consequent upon stranding or contact with any part of the land), collision with another vessel in the same convoy or collision with any military or naval vessel, that is to say, a vessel manned by and under the control of military or naval personnel and designed to be employed primarily in armed combat service, stranding, collision or contact with any external substance (including ice, but excluding water), as a result of deliberately placing the vessel in jeopardy, in compliance with military, naval or other governmental orders in order to avoid imminent enemy attack, or as an act or measure of war taken in the actual process of embarking or disembarking troops or loading or unloading material of war.

The fact that a vessel, or any vessel with which such vessel is in collision, is carrying troops or military or other supplies, or is proceeding to or from a war base, or is manned or operated by military or naval personnel, shall not alone be sufficient to include in this policy any claim which is not included by the foregoing terms of this article.

The insurance is also for loss of life, disability (including dismemberment and loss of function), loss of or damage to personal effects, and detention (including the occurrence of other situations hereinafter provided) of the insured, directly and proximately resulting from stranding, sinking, or break-up of the vessel, explosion or fire causing loss of or substantial damage to the vessel, or collision by the vessel or contact with any external substance (including ice, but excluding water), irrespective of whether the same are caused by risks of war or warlike operations or by marine risks and perils.

The word "vessel" shall include any waterborne conveyance used to transport the insured to and from the vessel on which he is employed, and shall also include any airborne conveyance used to transport the insured pursuant to instructions or permission of the Maritime Administration or its agents.

ART. 4. *Period of coverage.* The period of coverage for each person covered hereunder is

From the time such person signs the articles or enters into a contract of employment for the voyage of the aforesaid vessel, or, if already on articles for a series of voyages or period of time, from the inception of the aforesaid voyage (i.e., when the vessel is ready to begin the loading of cargo for the aforesaid voyage or to sail in ballast) or, if employed subsequent to the commencement of the voyage, from the time of such employment.

Until such person shall be returned to a place within the continental United States, excluding Alaska, including any period of capture or internment.

Unless sooner terminated by desertion, discharge, accepting employment on another vessel for a purpose other than to be repatriated, or the refusal without good cause to return to the continental United States, excluding Alaska, from any place outside thereof, in any of which events the coverage under this policy shall be at an end. (The term "discharge," as used in this paragraph, does not include instances in which the insured leaves the vessel for medical or hospital treatment or for other causes deemed good and sufficient in the opinion of the Administrator.)

ART. 5. *Extension of period of coverage.* If the insured returns to the continental United States, excluding Alaska, on a vessel which touches or stays at a place or places within the continental United States, excluding Alaska, other than the place of termination of the voyage and the vessel thence proceeds to such place of termination, the period of coverage in respect to each person covered hereunder who continues to be on board such vessel is extended to the termination of the voyage.

ART. 6. *Payment for loss of life.* The amount of the payment for loss of life shall be the principal sum stated on the face of this policy, subject, however, to any deductions or additions hereinafter contained.

Payment for loss of life shall be made in a lump sum except that when—

(a) In the opinion of the Administrator conclusive proof of death is not present, or

(b) The insured at the time of designating a beneficiary or beneficiaries requests on the form provided therefor that the amount payable for the loss of life be paid in installments, or

(c) The beneficiary or beneficiaries request in writing that the payment for loss of life be made in installments. Payment for loss of life may, in the discretion of the Administrator, be made in monthly installments not exceeding twenty-four, in which event no interest is to be added or paid. By requesting payment in installments, the insured and the beneficiary or beneficiaries agree on behalf of themselves, their heirs, executors and administrators to be bound by the provisions of paragraph B, article 7 hereof, as well as all other provisions contained herein. The beneficiary or beneficiaries may at any time upon written request obtain a lump sum payment of the entire amount yet unpaid if payment is being made in installments pursuant to the written request of the beneficiary or beneficiaries. If payment has been commenced in installments and the principal sum is not yet exhausted, the Administrator, in his sole discretion and at any time may direct that payment of the balance of the principal sum be paid in a lump sum or in installments of different or varying amounts, provided, however, that all of the principal sum be paid within twenty-four months from the time that the first payment is made.

If any payments are made under article 12 hereof, the total amount of such payments shall be deducted from the amount of the principal sum payable under this policy for loss of life.

If the personal effects of an insured are lost or damaged under circumstances where payment would be due under the terms hereof to said person for such loss or damage and said person either before or after such loss or damage dies, his death being proximately caused by the risks and perils insured against herein, the amount which would have been payable for the loss of or damage to such personal effects had he survived shall be added to the principal sum hereof and shall be payable to the beneficiary of the insurance for loss of life.

ART. 7. *Beneficiaries of insurance for loss of life.* A. The insurance shall be payable only to a lawful widow or widower, child (the latter term including a posthumous child, a child legally adopted by the insured, and, if designated, a child in relation to whom the insured stood in loco parentis, and a step-child or acknowledged illegitimate child), parent (including a step-parent, parent by adoption and, if designated, a person who stood in the place of a parent to the insured), brother or sister (including, if designated, step-brothers or step-sisters, half-brothers and half-sisters, and brothers and sisters by adoption), grandparents, grandchildren, and, if designated, nephews, nieces, aunts or uncles, of the insured.

(1) The insured shall have the right to designate the beneficiary or beneficiaries of the insurance, but only within the classes above provided, and shall, in the manner hereinafter described, at all times have the right to change the beneficiary or beneficiaries of such insurance without the consent of such beneficiary or beneficiaries, but only within the above classes. A person or persons so designated shall be known as the primary beneficiary or beneficiaries.

(2) The insured shall have the right also to designate any other person or persons, but only within the above classes, to whom the insurance shall be paid if the beneficiary or beneficiaries designated shall die before

the insurance or any portion thereof shall be paid. A person or persons so designated shall be known as the contingent beneficiary or beneficiaries.

(3) If the insured fails to designate a beneficiary or if the beneficiary or beneficiaries, whether primary or contingent, die before the insurance or any portion thereof shall be paid, the insurance will, subject to the provisions of paragraph B hereof, be paid to the beneficiary or beneficiaries within the following classes and in the order named:

(a) If the insured shall be survived by a lawful widow or widower but without any child of him or her surviving, 100 percent to such widow or widower.

(b) If the insured shall be survived by a lawful widow or widower and a child or children of him or her surviving, 50 percent to the widow or widower and 50 percent to the child or children in equal shares.

(c) If the insured shall have no lawful widow or widower of him or her surviving but shall have a child or children of him or her surviving, 100 percent to the child or children in equal shares.

(d) If there shall be no lawful widow or widower or children of the insured of him or her surviving, 100 percent to the parent or parents of the insured in equal shares.

(e) If there shall be no lawful widow or widower, child or parent of him or her surviving, 100 percent to the brothers, sisters, grandparents and grandchildren of the insured in equal shares. The persons in these classes shall be known as the schedule beneficiaries. As used in this subdivision (3), the term "child" includes a posthumous child and a child legally adopted by the insured, and the term "parent" includes a step-parent and a parent by adoption.

B. The right of any beneficiary to payment of the insurance, or any unpaid installment thereof, shall be conditioned upon his or her being alive to receive payment. No person shall have a vested right to any such insurance or any installment of any such insurance. No insurance shall be paid to the heir or heirs or executors or administrators of the insured or of any beneficiary.

Any insurance or any installment thereof not paid to a primary beneficiary because of his or her death shall be paid to the schedule beneficiary or beneficiaries first or next entitled to priority as hereinabove provided, unless a contingent beneficiary has been designated, in which event payment shall be made to the contingent beneficiary. Any such insurance or any installment thereof not paid to a contingent beneficiary because of his or her death shall be paid to the schedule beneficiary or beneficiaries first or next entitled to priority as hereinabove provided. If, however, the insured has designated more than one primary beneficiary or more than one contingent beneficiary and if such a primary beneficiary or contingent beneficiary dies before the insurance or an installment thereof, to which he or she may otherwise be entitled, is paid, such insurance or installment thereof shall be paid to the surviving primary or contingent beneficiary, as the case may be.

Any payments of insurance made to a person represented by the insured to be within the permitted classes of beneficiaries shall be deemed to have been properly made and to satisfy fully the obligation of the United States under this insurance policy.

ART. 8A. *Designation and change of beneficiary.* The designation of a beneficiary or the change in a designation of beneficiary shall be in writing upon a form or forms and in a manner prescribed by the Administrator, signed by the insured, witnessed either by the Shipping Commissioner or a licensed officer of the vessel, and shall contain the name, address and relationship of the beneficiary to the insured. No designation of a beneficiary and no change of a beneficiary shall be valid unless the instrument containing the designation or change is received by the Administrator at his office in the General Accounting Office Building, 441 G Street NW., Washington 25, D.C.: *Provided, however,* That the instrument when received shall be considered as valid as of the time of its execution. Whenever it shall appear to the satisfaction of the Administrator that unusual circumstances existed preventing or substantially preventing the designation or change of beneficiary in the manner or form hereinabove set forth and that the interests of justice would be served, he may waive or disregard the failure to comply with such manner and form and recognize as valid an act intended as a designation or a change of beneficiary. The recognition as valid by the Administrator of such an act shall be conclusive and binding upon all persons and payment or payments pursuant thereto shall be a protanto discharge of the obligation of the United States under this policy.

B. *Continuing designation.* As to any individual insured under the Second Seamen's War Risk Policy form as amended or changed, from time to time, the beneficiary or beneficiaries first designated by such insured to receive the proceeds of the insurance provided by such form shall (subject to the limitations of paragraph B, article 7 hereof), if properly designated, continue to be the beneficiary or beneficiaries of any subsequent insurance provided by such form without further designation unless and until such initial designation is effectively revoked or changed. In the event of an effective revocation unaccompanied by a new designation, the insurance proceeds shall be disposed of in accordance with the provisions of paragraph A, subdivision (3), article 7, hereof. In the event of an effective change of beneficiary or beneficiaries, the new beneficiary or beneficiaries so designated shall for all purposes, including the purposes of this paragraph, be considered as the initial designee or designees, and such designation shall continue to be effective as to all insurance provided by this form of policy until revoked or changed. Subsequent revocations and changes shall for all purposes be treated as would be the preceding revocations or changes, if any.

ART. 9. *Claims.* No claim for insurance for loss of life shall be recognized unless presented in writing to the underwriter. Any payment or payments of the insurance or the installments thereof made prior to the presentation of claim shall be conclusively deemed to have been properly made under this policy and in complete discharge of the obligation of the United States under this policy to the extent thereof.

ART. 10. *Time for payment of insurance for loss of life.* Unless extended by the provisions hereinafter contained, payment of the insurance for loss of life shall be made within ninety days after the death of the insured is established in a manner satsfactory to the Administrator, but payment may be made prior to the expiration of such ninety days at the discretion of the Administrator. The time for payment may be extended without penalty or interest for that period of time consumed by the Administrator in establishing the identity or the location of the beneficiary or beneficiaries, and should any conflicting claims for payment be presented to the Administrator, payment of the insurance may be withheld and the time for payment thereof extended without any penalty or obligation to pay interest until such claims are duly adjudicated or otherwise withdrawn, settled or compromised to the satisfaction of the Administrator.

ART. 11. *Proof of death.* The time and facts of death of any insured shall be established in a manner satisfactory to the Administrator; and his determination of the time and facts of death shall be binding and conclusive against all persons for all purposes of this policy. If, however, payment of a part of the insurance for loss of life has been made and it appears that the insured is alive, payment of the balance of the insurance for loss of life shall not be made, but the payments of insurance in whole or in part theretofore made shall not be recovered, except where such payments were induced by wilful misrepresentation or fraud either by the beneficiary or any other person. The part so paid shall, however, be a discharge to the extent thereof of any other obligation under this policy, including the obligation to pay benefits under article 17 hereof, to the insured or any other person.

ART. 12. *Disability and dismemberment—* A. *Disability.* "Disability" as that term is used in this policy means incapacity because of injury proximately caused by the risks insured against herein which necessarily and continuously prevents the insured from performing any and every kind of duty pertaining to his occupation at the time of injury.

(1) If an insured suffers disability he shall be paid benefits at the rate of $150 a month, provided, however, that during any part of such period when the insured is hospitalized he shall be paid benefits at the rate of $100 a month, beginning with his return to the continental United States, excluding Alaska, until the Administrator determines that the disability has ceased or until a total of $5,000 is paid, whichever first occurs.

(2) If the Administrator determines at any time during the period such monthly benefits are payable that the insured has received maximum medical treatment for such disability and that such disability is, therefore, permanent in quality (loss of both hands, or both arms, or both feet, or both legs, or both eyes, or combination of any two thereof, will be conclusively presumed by the Administrator to constitute a disability permanent in quality), he shall notify the insured of such facts and the insured shall have the option of

(a) Continuing to receive such monthly benefits at the rate of $150 a month or $100 a month, as the case may be, until the aggregate of all the monthly benefits paid to him both before and after such determination total $5,000, or

(b) Receiving in a lump payment the sum of $5,000 less the total of the monthly benefits paid to him prior to such determination.

(3) In the event the insured elects after such determination to accept payments for such disability under subdivision (2)(a) hereof and if when the total of $5,000 has been paid him as therein provided, the insured claims in writing, and establishes to the satisfaction of the Administrator, that because of the same injury he is incapable of performing, for remuneration or profit, any work or engaging in any business or occupation, then he shall be paid further benefits at the rate of $150 a month or $100 a month, as the case may be, until the Administrator determines such incapacity has ceased or until a total of $2,500 is paid, whichever first occurs.

B. *Dismemberment, including loss of function.* If the Administrator determines that the insured, as a proximate result of the risks insured against herein, has suffered a dismemberment or loss of function of the type set forth below, not, however, amounting to disability which the Administrator determines to be permanent in quality, the Underwriter will pay to the insured additional benefits measured by the following percentages of the principal sum. Such benefits shall be in addition to the benefits paid under subdivision (1), paragraph A hereof, but the aggregate of such benefits for disability, dismemberment, and loss of function shall not exceed the principal sum.

(1)

Member lost:	Percent
(a) Arm	65
(b) Leg	65
(c) Hand	50
(d) Foot	50
(e) Eye	45
(f) Thumb	15
(g) First finger	10
(h) Great toe	9
(i) Second finger	5
(j) Third finger	5
(k) Toe other than great toe	2½
(l) Fourth finger	2½

(m) Loss of hearing: For complete loss of hearing of one ear, 12½ percent; for the complete loss of hearing of both ears, 50 percent.

(n) Phalanges: For loss of more than one phalange of a digit, the same as the loss of the entire digit; for loss of the first phalange one-half the loss of the entire digit.

(o) Amputated arm or leg: For an arm or leg, if amputated at or above the elbow or the knee, the same as for the loss of the arm or leg; if amputated between the elbow and the wrist or the knee and the ankle, the same as for the loss of a hand or foot.

(p) Binocular vision or per centum of vision: For loss of binocular vision or for eighty percent or more of the vision of an eye shall be the same as for the loss of the eye.

(q) Two or more digits: for loss or loss of use of two or more digits, or one or more phalanges of two or more digits, or a hand or foot, may be proportioned to the loss of use of the hand or foot occasioned thereby but shall not exceed the payment for loss of a hand or foot.

(r) Total loss of use: for permanent total loss of use of a member shall be the same as for loss of the member.

(s) Partial loss or loss of use: payment for permanent partial loss or loss of use of a member may be for proportionate loss of the member or loss of use of the member.

(t) Disfigurement: proper and equitable payment for serious facial or head disfigurement, not to exceed 50 percent.

(u) Total or partial loss or loss of use of more than one member or parts of members. In any case in which there shall be a loss or loss of use of more than one member or parts of more than one member set forth in subdivision (a) to (t) both inclusive, hereof, but not amounting to permanent total disability, payment shall be made for the loss or loss of use of each such member or part thereof; however, not exceeding the principal sum, and except that where the injury affects only two or more digits of the same hand or foot, subdivision (q) hereof shall apply.

(2) The amount determined by the Administrator to be due the insured for dismemberment or loss of function shall

(a) If $750 or less, be paid the insured in a lump sum as soon as practicable.

(b) If more than $750, be paid, at the option of the insured, in a lump sum or in monthly installments of $150 or $100, as the case may be, beginning with the month next succeeding the last monthly payment made for disability pursuant to the provisions of subdivision (1), paragraph A hereof, or as soon thereafter as is practicable. The insured shall notify the Administrator in writing of the desired method of payment immediately upon receipt of the Administrator's determination that the insured is entitled to payment for dismemberment or loss of function under this paragraph. Should the Administrator not receive such written notice within thirty days, it shall be conclusively presumed that the insured desires payment in a lump sum and the Underwriter will act accordingly.

(3) If the insured elects under subdivision (2) (b) hereof to accept payment for dismemberment or loss of function in monthly installments, the number of installments due shall be increased in number by 10 percent but in no event shall the increase be less than one installment of $150 or $100, as the case may be.

C. *Injury increasing disability.* The Administrator in determining if disability, dismemberment or loss of function exists, or if found to exist, the quality thereof, will not take previous disabilities, dismemberments or losses of function into account. If, however, such previous condition was insured under this Second Seamen's War Risk Policy the insured shall receive with respect to the two claims an aggregate sum not less than he would have been entitled to under either subdivision (2) and (3) of paragraph A or paragraph B hereof, had the injuries causing both disabilities been received at the same time.

D. Disability shall not include incapacity directly resulting from bodily or mental infirmity or disease of any kind. Nor shall benefits be paid for dismemberment or loss of function directly resulting from bodily or mental infirmity or disease of any kind.

E. If the insured elects after a determination by the Administrator that he is entitled to benefits under either subdivision (2) paragraph A or paragraph B hereof to accept payments for such disability, dismemberment, or loss of function, as the case may be, in installments, and if the insured dies from a cause not insured against herein before he has received the last installment, the remainder which he would have received under such subdivision had he survived shall be paid to the person or persons who would have received his life insurance hereunder, subject, however, to all the conditions, stipulations, and provisions contained in this policy governing the disposition and payment of the insurance for loss of life.

The right of the insured to payment of the benefits provided for herein shall be conditioned upon his or her being alive to receive payment, and benefits shall not be paid to the heirs, executors, or administrators of the insured, or of any other person.

ART. 13. *Physical examination.* The underwriter shall have the right to require an examination of the person of the insured when and so often as it may reasonably require and also the right and opportunity in case of death to make an autopsy where it is not forbidden by law.

ART. 14. *Personal effects defined.* The term "personal effects" includes personal property reasonably necessary or required for use on board the vessel as well as those articles ordinarily or customarily carried on board for the personal use, wear, comfort, or convenience of the insured, either while on board, while in a foreign port, or upon his return to the home port. Articles of apparel, whether used for ornamentation or otherwise, and articles used in the performance of duties on board, are also included. Articles carried for the purpose of business foreign to the actual duties of the insured, or for resale, are excluded.

ART. 15. *Amount of payment for loss of, or damage to, personal effects.*

A. In the event of total loss of, or damage (equivalent to total loss) to the personal effects of any insured, reimbursement for such total loss or damage shall be as follows:

(a) Licensed officer, $500;

(b) Unlicensed crew member, $300;

(c) U.S. Merchant Marine cadet or cadet officer, $300.

If an insured shall establish the loss of a sextant which he carried aboard the vessel, he shall be paid $100 extra. If the insured shall establish the loss of binoculars, which he carried aboard the vessel, he shall be paid $50 extra. A total loss shall be determined without reference to apparel actually worn by the crew member at the time of the loss or damage.

B. In the event of a partial loss of or damage to the personal effects of an insured, he shall be reimbursed for the actual value of such effects lost or damaged to the extent of such loss or damage, but in no event shall the payment for such effects lost or damaged exceed the amount set forth in paragraph A of this article 15 for which total loss or damage is payable.

ART. 16. *Death of an insured prior to payment for loss of or damage to personal effects.* Payment for loss of or damage to personal effects shall be conditioned upon the insured being alive to receive payment, and shall not be payable to his heirs, executors, administrators or assigns, except as provided in article 6 hereof.

ART. 17. *Detention and repatriation benefits.* A. If it is established to the satisfaction of the Administrator, who, for this purpose, may rely on any official information furnished him by any department or agency of the United States Government, that the insured's vessel has been destroyed or abandoned as a result of a risk or peril insured against herein and that the insured has survived such an event and is not detained (in the sense that that term is used in paragraph B, article 17 hereof), monthly benefits shall be paid as hereinafter provided in this paragraph A. Such monthly benefits shall be equal to the monthly basic wage of the insured (including special emergency wage), as shown by the shipping articles signed by the insured or, if not on articles, by the contract of employment entered into by the insured. Such monthly benefits shall be paid from the date of such destruction or abandonment of the vessel, which, for the purposes hereof, shall be the date recognized by the Administrator when the obligation to pay wages under the applicable shipping articles or contract of employment terminated, or which is otherwise fixed by the Administrator as the date of such destruction or abandonment, and shall continue until the insured arrives at a continental port of the United States.

Such monthly benefits shall be paid to the person or persons, if living, to whom the insured's wages are allotted under the applicable shipping articles. Such allottee or allottees shall receive that portion of the monthly benefits which is equal in amount to the insured's monthly wage which has been allotted, provided such latter amount does not exceed the amount of the monthly benefits, and provided further that no payment shall be made to an allottee for any fractional allotment period between the last regular allotment date and date when such monthly benefits terminate. If no such allotment has been made, or if the person to whom the insured has allotted his wages is dead or dies, or if an allotment has been made and the allottee is living but the amount of monthly benefits exceeds the amount which can be paid to such allottee, the benefits or the remainder thereof shall be held by the Administrator for the benefit of the insured until his return to the continental United States, excluding Alaska, with the right to the Administrator, however, to pay such benefits or the remainder thereof in whole or in part to any person or persons named in subdivision (3), paragraph A, article 7 of these stipulations and conditions (for the purpose of this paragraph the words "widow" and "widower" as used in subdivision (3) shall mean "wife" and "husband" respectively), including the allottee or allottees aforementioned, and such payment when made shall be conclusively presumed to have been made for the account of the insured.

B. If it is established to the satisfaction of the Administrator, who, for this purpose may rely on any official information furnished him by any department or agency of the United States Government, that the insured is detained, either by capture by an enemy of the United States or by internment, but not otherwise, monthly benefits shall be in the same amount or amounts and shall be held or paid

in the same manner and for or to the same person or persons as set forth in paragraph A, article 17 hereof. Such monthly benefits shall be paid during such period of detention beginning with the date that the insured suffered such detention as determined by the Administrator.

C. If, in the opinion of the Administrator, it is uncertain—

(1) Whether the insured survived or died as a proximate result of the occurrence of a risk or peril insured against, or

(2) Whether the insured survived or died as a proximate result of the occurrence of an event which may be a risk or peril insured against, but as to which, in the opinion of the Administrator, there is also uncertainty, or

(3) Whether the insured's vessel has been destroyed or abandoned as a proximate result or a risk or peril insured against, although it is certain, in the opinion of the Administrator, that the insured is alive, or

(4) Whether the insured is detained (in the sense that that term is used in paragraph B, article 17 hereof), although it is certain, in the opinion of the Administrator, that the insured is alive,

monthly benefits shall be paid as hereinafter provided in this paragraph C. Such monthly benefits shall be in the same amount or amounts and shall be held or paid in the same manner and for or to the same person or persons as set forth in paragraph A, article 17 hereof. Such monthly benefits shall be paid from the date, as fixed by the Administrator, the insured, if alive, was probably separated from his vessel under any of the respective situations set forth above and shall continue until—

(a) The Administrator determines that the insured is entitled to benefits as provided in which event monthly benefits shall thereafter be paid as provided in paragraph A, article 17 hereof, or

(b) The Administrator determines that the insured is entitled to benefits as provided under paragraph B, article 17 hereof, in which event monthly benefits shall thereafter be paid as provided in paragraph B, article 17 hereof, or

(c) The death of the insured is established in a manner satisfactory to the Administrator, or

(d) The issuance by the Administrator of certificate of presumptive death of the insured, whichever first occurs, in which event benefits shall cease: *Provided, however,* That if the Administrator determines that at any time after such benefits have ceased the insured is entitled to benefits or has been entitled to benefits as provided in either paragraph A or paragraph B, article 17 hereof, monthly benefits shall thereafter be paid as provided in paragraph A or paragraph B, article 17 hereof, as the case may be, with proper adjustment for the period that the insured was entitled to be paid such benefits prior to the Administrator's determination thereof.

D. If, while the insured is being paid benefits under either paragraph A or B or C, article 17 hereof, the Administrator determines that the insured was not, or is no longer, entitled to benefits under the provisions of such paragraph, then the payment of such benefits shall cease: *Provided,* That, if the Administrator determines the insured is entitled to benefits under the provisions of any other of such paragraphs, the insured shall thereafter be entitled to benefits under the provisions of such paragraph.

E. In no event shall benefits be paid under paragraphs A, B, C, or D, article 17 hereof, beyond three months after the termination of the national emergency shall have been proclaimed by the President or beyond the time that the insured shall either refuse without good cause to return to the continental United States, excluding Alaska, or accept employment on another vessel for a purpose other than to be repatriated.

F. If the insured, upon his return to the United States (excluding Alaska), shall be entitled to receive under paragraph A or B or C, article 17 hereof, benefits exceeding a sum equal to twelve months' basic wage (including special emergency wage), payment of a sum equal to twelve months' basic wage (including special emergency wage) shall be made to the insured forthwith. Any unpaid balance of such benefits shall be paid to the insured in monthly installments equivalent in amount to such monthly benefits until paid in full. In determining the amount which the insured is entitled to receive in a lump sum, as aforesaid, benefits paid to his allottees or to the persons named in subdivision (3), paragraph A, article 7 hereof; shall not be considered. Payments to an allottee or to schedule beneficiaries shall not be made after the date of arrival of the insured at a continental United States port, and all payments thereafter shall be made only to the insured: *Provided, however,* That if the insured dies after his arrival and while he is receiving monthly payments as above set forth, such monthly payments shall thereafter be paid to his allottees or to schedule beneficiaries until paid in full.

G. The right of the insured to be paid benefits or to have benefits paid on his account, under paragraphs A, B, or C, article 17 hereof, shall be conditioned upon the insured being alive during the period such benefits accrued or were paid: *Provided, however,* That benefits payable for the account of the insured to allottees or schedule beneficiaries shall always be paid in full to the date of establishment of death or presumed death of the insured as determined under paragraph C, article 17 hereof. Such benefits under no circumstances shall be paid or considered payable to heirs, executors or administrators of the insured or of any allottee or schedule beneficiary of the insured.

H. The Underwriter agrees that detention and repatriation benefits, as provided under this article 17, shall continue until the insured shall be returned to the port to which the Operator is obligated to return the insured, as shown by the shipping articles signed by the insured or, if not on articles, by the contract of employment entered into by the insured.

ART. 18. *Payment constituting a discharge.* A payment by the Administrator to the person or persons determined by him to be entitled to all or any of the proceeds of this policy shall constitute a pro tanto discharge of the obligations under this policy of the United States of America, the Department of Commerce, and the Maritime Administrator.

ART. 19. *Nonassignability.* Neither this policy nor any part thereof nor any insurance, benefits or allowances payable hereunder shall be assignable.

ART. 20. *Amount permitted to be paid agents or attorneys.* Except in the event of legal proceedings arising under or in connection with this policy, payment to any attorney, agent or any other person acting for or on behalf of an insured, beneficiary or recipient, by such insured or any beneficiary or recipient, for such assistance as may be required in the preparation of the claim, shall not exceed $25 in any one case, except that the Administrator may approve an additional amount in those cases in which he feels the nature of the services rendered warrant it. At any time during the pendency of any litigation arising under or in connection with this policy or whenever a judgment or a decree shall be rendered in an action or proceeding arising under or in connection with this policy for the payment of any insurance, benefits or allowances under this policy, the court in which such action or proceeding is pending or in which a judgment or decree has been rendered may and is requested to allow such fees for the attorney or attorneys of the person or persons who are parties to such action or proceeding or who have obtained a judgment or a decree, as it may determine to be just compensation for the services rendered. Before the payment of any insurance, benefits or allowances hereunder, or any judgment or decree, as aforesaid, the Administrator may require proof to be submitted to him in the form of an affidavit, or in any other manner which to him seems fit, by the insured, the beneficiary, the recipient, or holder of any judgment or decree, or his attorney, agent, or any other person acting for or on their behalf, or any or all of them, that the payment previously or thereafter to be made to such attorney, agent or other person does not exceed the sum herein specified or allowed by the court, as the case may be.

ART. 21. *Notice of loss and claim.* Notice of disability (including dismemberment and loss of function), and claim for payment therefor under this policy shall be given to the Administrator within ninety days after the happening of the event causing the disability (including dismemberment and loss of function), or ninety days after the insured returns to the continental United States, excluding Alaska. Notice of loss of, or damage to, personal effects and claim for payment therefor under this policy shall be given to the Administrator within ninety days after the happening of the event causing the loss, or ninety days after the insured returns to the continental United States, excluding Alaska.

Any insured who is employed on a vessel as an employee of the United States through the Office of National Shipping Authority, Maritime Administration, or successor Office shall comply with applicable rules and regulations pertaining to the filing of claims and administrative allowance or disallowance as prescribed by NSA Order No. 67 (LPR 1), 20 F.R. 2414, or as amended or revised.

ART. 22. *Limitation of suit.* No action or suit upon this policy shall be valid unless commenced within two years from the time the insurance, benefits or allowances conferred by this policy are payable, except that

(a) An action or suit by the insured may be commenced at any time within two years after he returns to the United States or the termination of the national emergency shall have been proclaimed by the President, whichever first occurs, and

(b) The time during which a person, other than the insured, is in enemy occupied territory shall be excluded from the two-year period as aforesaid.

Any insured who is employed on a vessel as an employee of the United States through the Office of National Shipping Authority, Maritime Administration, or successor Office shall comply with applicable rules and regulations pertaining to the filing of claims and administrative allowance or disallowance as prescribed by NSA Order No. 67 (LPR 1), 20 F.R. 2414, or as amended or revised.

ART. 23. *Deviation and change of voyage.* This insurance shall not be affected by a deviation or change of voyage of the vessel, except that the Administrator may require the payment of an additional premium.

ART. 24. *"Administrator" defined.* Wherever the term "Administrator" is used in this policy that term shall include the person who is the Maritime Administrator at the time of the issuance of this policy and his successor or successors in office, and such other person or persons employed by the Administrator, the Maritime Administration, the Department of Commerce or the United States of America, to whom the Administrator may delegate duties or powers for the administration of the insurance. Wherever there is mention in this policy of a decision, determination or exercise of discretion by the Administrator, such terms shall include a decision, determination or exer-

cise of discretion of a person or persons to whom the Administrator may delegate such power or powers and shall not be taken to mean that the personal act of the Administrator is required.

ART. 25. *Multiple claims against the United States.* A. It is the intent of the underwriter in the issuance of this policy to avoid providing or paying any benefit or sum of money for any loss, event or occurance to the extent that legal liability to pay for the same loss, event or occurrence otherwise exists on the part of the United States of America, the Department of Commerce, the Maritime Administration, the Administrator, the owner of a vessel under time or bareboat charter to the Maritime Administration, the operator of a vessel owned by the Martime Administration or under time or bareboat operator of a vessel owned by the Maritime Administration in the operation of such a vessel, and this policy shall be construed to give effect to such intent. By the acceptance of the insurance protection afforded by this policy, by the designation of any beneficiary thereunder or by otherwise acting pursuant to the terms of this policy, the insured, in behalf of himself, his personal and legal representatives, administrators, executors, heirs at law, next of kin, dependents and beneficiaries, acknowledges such intent and agrees to the conditions and provisions of this policy, including specifically those contained in this Article 25. Similarly, any beneficiary or person to whom any benefit or sum of money is paid under the provisions of this policy does, by making claim therefor or by the acceptance thereof, acknowledge such intent and agrees to the conditions and provisions of this policy, including specifically the conditions and provisions of this Article 25.

B. If any final judgment or award is obtained by any person against the United States of America, the Department of Commerce, the Maritime Administration, the Administrator, the owner of a vessel under time or bareboat charter to the Maritime Administration, the operator of a vessel owned by the Maritime Administration or under time or bareboat charter to it, or the agent of the Maritime Administration in the operation of such a vessel by reason of the loss of life, disability (including dismemberment and loss of function), loss of or damage to personal effects, or detention (including the occurrence of other situations hereinbefore provided) of the insured but based on a claim or cause of action other than one under this policy, and if such respective loss of life, disability (including dismemberment and loss of function), loss of or damage to personal effects, or detention (including the occurrence of other situations hereinbefore provided) of such insured, either separately or combined, also constitutes or forms the basis of a claim payable under this policy, the amount which otherwise would have been payable hereunder because of such claim shall be reduced by an amount equal to the amount of such final judgment or award, unless such person, in a form and manner satisfactory to the Administrator, effectively and validly releases or discharges the United States of America, the Department of Commerce, the Maritime Administration, the Administrator, the owner of a vessel under time or bareboat charter to the Maritime Administration, the Administrator, the operator of a vessel owned by the Maritime Administration or under time or bareboat charter to it, or the agent of the Maritime Administration in the operation of such a vessel from their respective obligations under such final judgment or award to the extent of the amount of such claim payable under this policy.

C. The payment and acceptance of any benefit or sum of money under this Policy shall constitute a waiver, release, acceptance, discharge and satisfaction, to the extent of such payment, as any and all claims, causes of actions, judgments or awards against the United States of America, the Department of Commerce, the Maritime Administration, the Administrator, the owner of a vessel under time or bareboat charter to the Maritime Administration, the operator of a vessel owned by the Maritime Administration or under time or bareboat charter to it, or the agent of the Maritime Administration in the operation of such a vessel other than under this policy by arising out of the respective loss of life, disability (including dismemberment and loss of function), loss of or damage to personal effects, or detention (including the occurrence of other situations hereinbefore provided) for which such benefit or sum of money was paid and accepted under this policy.

D. This article 25 shall not apply to claims for wages, maintenance and cure where the right to such items arises under the general maritime law of the United States and not under this policy, but this article 25 shall apply to claims for wages to the extent that the insured, his allottee or any other person who is entitled to receive or has received benefits or sums of money under article 17 hereof, and to claims for maintenance to the extent and for the period that the insured is entitled to receive or has received benefits or sums of money under paragraph A of article 12 hereof.

ART. 26. *Amendments and modifications.* If the Administrator determines that the Second Seamen's War Risk Policy (1955) should be amended and modified to provide for increased hazards and risks undertaken by the masters, officers and crews of vessels of the American Merchant Marine arising from important changes or developments in emergency conditions, or if the Administrator determines that the Second Seamen's War Risk Policy (1955) should be amended and modified to correct injustices or cases of hardship arising under and by virtue of its present terms, the Administrator reserves the right to amend or modify the Second Seamen's War Risk Policy (1955), including this particular policy, in such manner and in such respects as prescribed by him. If the Administrator further determines that it is necessary and proper to make such amendments or modifications retroactive in effect in order to avoid serious inequalities, he reserves the right to make any such amendment or modification applicable to any and all cases or claims arising under the Second Seamen's War Risk Policy (1955), including this particular policy, irrespective of whether benefits have or have not been claimed or paid thereunder, in such manner and in such respects as prescribed by him.

ART. 27. *Payment of premium and cancellation.* A. The Underwriter shall have the right to change the rate of premium for this insurance at any time. Unless the revised rate of premium is accepted in writing by the Operator within fifteen days after receipt by the Operator of notice of the revised rate, this policy shall become null and void and of no effect as of midnight, e.s.t., of the day ending such fifteen-day period, unless the Operator, within such period, dispatches notice to the Maritime Administrator, by telegraph, of his refusal to accept such revised premium rate, in which event premium at the revised rate shall be payable for that portion of the fifteen-day period prior to dispatch of such notice. Upon the receipt by the Maritime Administrator of such notice of nonacceptance, the insurance provided hereunder shall terminate.

B. In the event any premium, either original or additional, which becomes due and payable under this policy, is not paid within thirty days after receipt by the Operator of notice of the amount thereof, this insurance shall become null and void and of no effect as of the commencement of the period for which the premium charge is made, unless the Maritime Administrator agrees otherwise.

C. If the vessel shall be requisitioned by the United States on a basis whereby the United States provides insurance equivalent to that provided hereby, then this insurance shall terminate and pro rata daily return premium shall be paid. In no other event shall there be any return of premium.

ART. 28. *Extension.* Should the vessel be at sea at the natural expiry of this Policy, this insurance shall be extended until midnight, Greenwich Mean Time, of the day on which the vessel is moored at the next port to which she proceeds, provided, notice be given to the Underwriter as soon as practicable and an additional premium paid, if required.

In witness whereof, the Maritime Administrator, acting for the Secretary of Commerce, has signed this policy but it shall not be valid unless countersigned by an authorized underwriting agent.

UNITED STATES OF AMERICA,
By: Maritime Administrator, Acting for the Secretary of Commerce.

(Maritime Administrator)

The Underwriting Agent does not, by countersigning this policy or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the underwriting Agent by the Agreement made with the Maritime Administrator, acting for the Secretary of Commerce.

Countersigned this _____ day of _____ 195__.

(Underwriting agent)

By _____

(b) *Increased Benefits Endorsement.* The following is the standard form of Increased Benefits Endorsement which prescribes the areas in which increased benefits are presently applicable. The areas covered by this endorsement are subject to change.

Form MA-242(A) (10-59)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

MARITIME ADMINISTRATION

INCREASED BENEFITS ENDORSEMENT

This endorsement is attached to and made a part of Second Seamen's War Risk Policy (1955) No. SSWR _____ issued to _____.

It is hereby understood and agreed that while a vessel covered by this policy is in the following described areas:

Area I. All waters within and bounded by the following lines: beginning at a point on the China Coast at latitude 23° north, thence east to the intersection with longitude 119° east, thence north-easterly to the intersection of a point at latitude 26°15′ north and longitude 121° east and thence west along the 26°15′ parallel of north latitude to the China Coast;

Area II. All waters within and bounded by the following lines: beginning at a point on the China Coast at 33° north latitude, thence east to the intersection with longitude 124° east, thence north along 124° east meridian to the China Coast;

Area III. All waters within and bounded by the following lines: beginning at a point on the China Coast at 26°15′ north latitude, thence east to the intersection with 121° east longitude, thence northeasterly to a point at the intersection of 30° north latitude and 124° east longitude, thence north to the intersection of 33° north latitude and 124° east longitude and thence west along the 33° parallel of north latitude to the China Coast;

Area IV. All waters within and bounded by the following lines: beginning at a point on the China Coast and 23° north latitude, thence east to 119° east longitude, then northeasterly to 30° north latitude and 124° east longitude, and then south to 25° north latitude and 122°14′ east longitude, and then to 24°25′ north latitude and 122°04′ east longitude, and then to 23°03′ north latitude and 121°36.5′ east longitude, and then to 22°40′ north latitude and 121°20.5′ east longitude, and then to 21°49′ north latitude and 121°02′ east longitude, and then to Shichisei Seki Rocks (21°46′ north latitude and 120°49′ east longitude), and then west northwest intersecting at the China Coast at 23° north latitude, the benefits provided thereunder as respects loss of life, disability, dismemberment and loss of functions are increased by 100 percent and with respect to benefits for personal effects of unlicensed personnel from $300 to $500.

Upon knowledge by the insured of a vessel being in such areas, the insured shall, as soon as permissible under Government laws and regulations, furnish the Maritime Administrator with the name of such vessel and the dates of its entry into and departure from such areas.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

This endorsement becomes effective with the inception of the policy to which it is attached.

Not valid unless countersigned by a duly authorized agent of the Department.

UNITED STATES OF AMERICA,
By: Maritime Administrator,
Acting for the Secretary of Commerce.

(Maritime Administrator)

The Underwriting Agent does not, by countersigning this policy or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the Underwriting Agent by the agreement made with the Maritime Administrator, acting for the Secretary of Commerce.

Countersigned this ------ day of -------- 195--.

(Underwriting agent)
By ----------

Dated: October 1, 1959.

By order of the Maritime Administrator.

JAMES R. PIMPER,
Secretary.

[F.R. Doc. 59-8431; Filed, Oct. 6, 1959; 8:50 a.m.]

PROPOSED RULE MAKING

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

[7 CFR Part 52]

CANNED GRAPEFRUIT [1]

U.S. Standards for Grades

Notice is hereby given that the United States Department of Agriculture is considering the revision of the United States Standards for Grades of Canned Grapefruit pursuant to the authority contained in the Agricultural Marketing Act of 1946 (secs. 202–208, 60 Stat. 1087, as amended; 7 U.S.C. 1621–1627). This standard, if made effective, will be the fifth issue by the Department of grade standards for this product.

All persons who desire to submit written data, views, or arguments for consideration in connection with the proposed revision should file the same with the Chief, Processed Products Standardization and Inspection Branch, Fruit and Vegetable Division, Agricultural Marketing Service, U.S. Department of Agriculture, Washington 25, D.C., not later than 15 days after publication in the FEDERAL REGISTER.

The proposed revision is as follows:

PRODUCT DESCRIPTION AND GRADES

Sec.
52.1141 Product description.
52.1142 Grades of canned grapefruit.

LIQUID MEDIA AND BRIX MEASUREMENTS

Sec.
52.1143 Recommended designations of liquid media and Brix measurements for canned grapefruit.

FILL OF CONTAINER

52.1144 Recommended fill of container for canned grapefruit.

FACTORS OF QUALITY

52.1145 Ascertaining the grade of a sample unit.
52.1146 Ascertaining the rating for the factors which are scored.
52.1147 Drained weight.
52.1148 Wholeness.
52.1149 Color.
52.1150 Defects.
52.1151 Character.

EXPLANATIONS OF TERMS

52.1152 Explanations of terms.

LOT INSPECTION AND CERTIFICATION

52.1153 Ascertaining the grade of a lot.

SCORE SHEET

52.1154 Score sheet for canned grapefruit.

AUTHORITY: §§ 52.1141 to 52.1154 issued under secs. 202–208, 60 Stat. 1087, as amended; 7 U.S.C. 1621–1627.

PRODUCT DESCRIPTION

§ 52.1141 Product description.

Canned grapefruit, commonly known as canned grapefruit sections, is prepared from sound, mature grapefruit (Citrus paradisi) which have been properly washed; the segments thereof have been separated; and the core, seeds, and major portions of membrane have been removed. The product is packed with or without the addition of water, grapefruit juice, nutritive sweetening ingredients, or artificial sweetening ingredients and other ingredients permissible under the Federal Food, Drug and Cosmetic Act; and is sufficiently processed by heat to assure preservation of the product in hermetically sealed containers.

GRADES OF CANNED GRAPEFRUIT

§ 52.1142 Grades of canned grapefruit.

(a) "U.S. Grade A" (or "U.S. Fancy") is the quality of canned grapefruit (1) that has a drained weight or average drained weight, as the case may be, of not less than 56.25 percent of the capacity of the container, of which not less than 75 percent by weight of the drained grapefruit consists of practically whole segments; (2) that has a good color; (3) that is practically free from defects; (4) that has a good character; (5) that has a good flavor and odor, and (6) that scores not less than 90 points when scored in accordance with the scoring system outlined in this subpart.

(b) "U.S. Grade B" (or "U.S. Choice") is the quality of canned grapefruit (1) that has a drained weight or average drained weight, as the case may be, of not less than 53.12 percent of the capacity of the container, of which not less than 50 percent by weight of the drained grapefruit consists of practically whole segments; (2) that has at least a reasonably good color; (3) that is at least reasonably free from defects; (4) that has at least a reasonably good character; (5) that has at least a fairly good flavor and odor, and (6) that scores not less than 80 points when scored in accordance with the scoring system outlined in this subpart.

(c) "U.S. Broken" is the quality of canned grapefruit (1) that has a drained weight or average drained weight, as the case may be, of not less than 53.12 percent of the capacity of the container, of which less than 50 percent by weight of the drained grapefruit consists of practically whole segments; (2) that has at least a reasonably good color; (3) that is at least reasonably free from defects; (4) that has at least a reasonably good character; (5) that has at least a reasonably good flavor and odor, and (6) that scores not less than 70 points when scored in accordance with the scoring system outlined in this subpart.

(d) "Substandard" is the quality of canned grapefruit that fails to meet the requirements of U.S. Grade B and U.S. Broken.

LIQUID MEDIA AND FILL OF CONTAINER

§ 52.1143 Recommended designations of liquid media and Brix measurements when packed in sirup.

"Cut-out" requirements for liquid media in canned grapefruit are not incorporated in the grades of the finished product since sirup or any other liquid medium, as such, is not a factor of quality for the purposes of these grades. It is recommended that canned grapefruit, when packed in sirup, have the following indicated "cut-out" Brix measurement for the respective designation:

[1] Compliance with the provisions of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

Sirup designation:	*Brix measurement*
Heavy	18 degrees or more.
Light	16 degrees or more, but less than 18 degrees.
Slightly sweet	12 degrees or more, but less than 16 degrees.

These recommendations are not applicable to canned grapefruit packed in water, grapefruit juice, or with artificial sweeteners.

FILL OF CONTAINER

§ 52.1144 Recommended fill of container.

The recommended fill of container is not incorporated in the grades of the finished product since fill of container, as such, is not a factor of quality for the purposes of these grades. It is recommended that each container of canned grapefruit be filled with grapefruit as full as practicable without impairment of quality and that the product and packing medium occupy not less than 90 percent of the volume of the container.

FACTORS OF QUALITY

§ 52.1145 Ascertaining the grade of a sample unit.

(a) *General.* In addition to considering other requirements outlined in the standards, the following quality factors are evaluated in ascertaining the grade of a sample unit:

(1) *Factor not rated by score points.* (i) Flavor and odor.

(2) *Factors rated by score points.* The relative importance of each factor which is scored is expressed numerically on the scale of 100. The maximum number of points that may be given such factors are:

Factors:	*Points*
Drained weight	20
Wholeness	20
Color	20
Defects	20
Character	20
Total score	100

§ 52.1146 Ascertaining the rating for the factors which are scored.

The essential variations within each factor which is scored are so described that the value may be ascertained for each factor and expressed numerically. The numerical range within each factor which is scored is inclusive. (For example, "18 to 20 points" means 18, 19, or 20 points.)

§ 52.1147 Drained weight.

(a) *General.* The drained weight of canned grapefruit is determined by emptying the contents of the container upon a U.S. Standard No. 8 circular sieve of proper diameter containing 8-meshes to the inch (0.0937-inch, ±3 percent, square openings) so as to distribute the product evenly, inclining the sieve slightly to facilitate drainage, and allowing to drain for two minutes. The drained weight is the weight of the sieve and the grapefruit less the weight of the dry sieve. The grapefruit thus drained is referred to in this subpart as "drained grapefruit" or "drained weight." A sieve 8 inches in diameter is used for the equivalent of No. 3 size cans (404x414) and smaller, and a sieve 12 inches in diameter is used for containers larger than the equivalent of the No. 3 size can. "Capacity of the container" means the weight of distilled water at 68 degrees Fahrenheit which the sealed container will hold.

(b) (*A*) *classification.* Canned grapefruit that has a drained weight of not less than 56.25 percent of the capacity of the container may be given a score of 18 to 20 points as indicated in Table I. Whenever more than one container of the product is being graded and the average drained weight of the containers indicates a score in this classification, the score point indicated by such average drained weight is assigned to each container; except that, if the drained weight of any individual container indicates a score of less than 16 points each container will be assigned the score for its own drained weight.

(c) (*B*) *classification.* (1) If the drained weight of the canned grapefruit is less than 56.25 percent, but not less than 53.12 percent of the capacity of the container, a score of 16 or 17 points may be given as indicated in Table I. Canned grapefruit that falls into this classification shall not be graded above U.S. Grade B, or U. S. Broken, regardless of the total score for the product. (This is a limiting rule.)

(2) Whenever more than one container of the product is being graded and the average drained weight indicates a score in this classification (Table I) the score indicated for such average drained weight is assigned to each container; except that, if the drained weight of any individual container indicates a score of less than 14 points each container will be assigned the score for its own drained weight.

(d) (*SStd.*) *classification.* Canned grapefruit that fails to meet the requirements of paragraph (c) of this section may be given a score of 0 to 15 points and shall not be graded above Substandard, regardless of the total score for the product. (This is a limiting rule.)

TABLE I—SCORE FOR DRAINED WEIGHTS

U.S. Grade	Score point	Minimum percentage drained weight is of capacity of container	Minimum drained weight for specified containers—ounces [1]			
			8 Z (211 x 304) 8.65 oz.	No. 303 (303 x 406) 10.85 oz.	No. 2 (307 x 409) 20.5 oz.	No. 3 cyl. (301 x 700) 51 655 oz.
A	20	59.3	5.15	10.00	12.15	30 65
	19	57.8	5.00	9.75	11.85	29 85
	18	56.25	4.85	9.50	11.55	29.05
B or broken	17	54.7	4.75	9.20	11.20	28 25
	16	53.12	4.60	8.95	10.90	27 45
SStd	15	51.5	4.45	8.70	10.55	26 60
	14	50.0	4.35	8.45	10.25	25 85
	13 or less	less than 50	Less than the foregoing drained weight.			

[1] Rounded to nearest 5/100 ounce.

§ 52.1148 Wholeness.

(a) *General.* A "practically whole segment" means (1) any grapefruit segment that is substantially intact and retains its apparent original conformation, or (2) any portion of a segment that is not less than 75 percent of its apparent original size and is not excessively trimmed.

(b) (*A*) *classification.* Canned grapefruit that consists of not less than 75 percent by weight of the drained grapefruit in practically whole segments may be given a score of 18 to 20 points.

(c) (*B*) *classification.* If less than 75 percent but not less than 50 percent by weight of the drained grapefruit is in practically whole segments a score of 16 or 17 points may be given. Canned grapefruit that falls into this classification shall not be graded above U.S. Grade B, regardless of the total score for the product. (This is a limiting rule.)

(d) (*Broken*) *classification.* If less than 50 percent by weight of the drained grapefruit is in practically whole segments a score of 0 to 15 points may be given. Canned grapefruit that falls into this classification shall not be graded above U.S. Broken, regardless of the total score for the product. (This is a limiting rule.)

§ 52.1149 Color.

(a) (*A*) *classification.* Canned grapefruit that has a good color may be given a score of 18 to 20 points. "Good color" means a practically uniform, bright, typical color free from any noticeable tinge of amber.

(b) (*B*) *classification.* If the canned grapefruit has a reasonable good color a score of 16 or 17 points may be given. Canned grapefruit that falls into this classification shall not be graded above U.S. Grade B, regardless of the total score for the product. (This is a limiting rule.) "Reasonably good color" means a fairly bright color which may be variable but is not off color for any reason.

(c) (*SStd.*) *classification.* Canned grapefruit that fails to meet the requirements in paragraph (b) of this section may be given a score of 0 to 15 points and shall not be graded above Substandard, regardless of the total score for the product. (This is a limiting rule.)

§ 52.1150 Defects.

(a) *General.* The factor of defects refers to the degree of freedom from harmless extraneous material, from seeds, from portions of albedo, from portions of tough membrane, from damaged units, and other similar defects.

(1) "Harmless extraneous material" means leaves, portions of leaves, small

pieces of peel, and other similar material that is harmless.

(2) "Seed" means any seed or any portion thereof, whether or not fully developed, that measures more than 3/16 inch in any dimension. A "large seed" is one that measures more than 3/8 inch in any dimension.

(3) "Damaged unit" means any grapefruit segment or portion thereof that is damaged by lye peeling, by discoloration, or by similar injury or that is otherwise damaged to such an extent that the appearance or eating quality of the unit is seriously affected.

(b) (*A*) *classification.* Canned grapefruit that is practically free from defects may be given a score of 18 to 20 points. "Practically free from defects" means that any defects present do not more than slightly affect the appearance or edibility of the product, and specifically that:

(1) No harmless extraneous material is present;

(2) Not more than 5 percent of the drained grapefruit may be damaged units, and

(3) That for each 20 ounces of net weight there may be present:

(i) Not more than 4 seeds including not more than one large seed, and

(ii) Not more than an aggregate area of two-square inches on the units covered by tough membrane or albedo.

(c) (*B*) *classification.* If the canned grapefruit is reasonably free from defects a score of 16 or 17 points may be given. Canned grapefruit that falls into this classification shall not be graded above U.S. Grade B, regardless of the total score for the product. (This is a limiting rule.) "Reasonably free from defects" means that any defects present do not materially detract from the appearance or edibility of the product, and specifically that:

(1) Not more than 15 percent by weight of the drained grapefruit may be damaged units, and

(2) That for each 20 ounces of net weight there may be present:

(i) Not more than one small piece of harmless extraneous material;

(ii) Not more than 12 seeds including not more than three large seeds; and

(iii) Not more than an aggregate area of 3-square inches on the units covered by tough membrane or albedo.

(d) (*SStd.*) *classification.* Canned grapefruit that fails to meet the requirements of paragraph (c) of this section may be given a score of 0 to 15 points and shall not be graded above Substandard, regardless of the total score for the product. (This is a limiting rule.)

§ 52.1151 Character.

(a) *General.* The factor of character refers to the structure and condition of the cells of the grapefruit and reflects the maturity of the grapefruit.

(b) (*A*) *classification.* Canned grapefruit that has a good character may be given a score of 18 to 20 points. "Good character" means that the grapefruit is moderately firm and fleshy; that the segments or portions thereof possess a juicy, cellular structure free from dry cells, or "ricey" cells, or fibrous cells that materially affect the appearance or eating quality of the product; and that the product is reasonably free from loose floating cells.

(c) (*B*) *classifications.* If the canned grapefruit has a reasonably good character a score of 16 or 17 points may be given. Canned grapefruit that falls into this classification shall not be graded above U.S. Grade B, regardless of the total score for the product. (This is a limiting rule.) "Reasonably good character" means that the grapefruit may be affected, but not seriously so, by dry cells, "ricey" cells, or fibrous cells that detract from the appearance or eating quality of the product.

(d) (*SStd.*) *classification.* Canned grapefruit that fails to meet the requirements of paragraph (c) of this section may be given a score of 0 to 15 points and shall not be graded above Substandard, regardless of the total score for the product. (This is a limiting rule.)

Explanations of Terms

§ 52.1152 Explanations of terms.

(a) "Good flavor and odor" means that the product has a distinct and normal flavor and odor typical of canned grapefruit and is free from objectionable odors and objectionable flavors of any kind.

(b) "Fairly good flavor and odor" means that the product may be lacking in good flavor and odor but is free from objectionable flavors and objectionable odors of any kind.

(c) "Brix" means the degrees Brix of the liquid media surrounding the canned grapefruit when tested with a Brix hydrometer calibrated at 20 degrees C. (68 degrees F.). If the liquid media is tested at a temperature other than 20 degrees C. (68 degrees F.) the applicable temperature correction shall be made to the reading of the scale as prescribed in the "Official Methods of Analysis of the Association of Official Agricultural Chemists." The degrees Brix of the liquid media may be determined by any other method which gives equivalent results.

Lot Inspection and Certification

§ 52.1153 Ascertaining the grade of a lot.

The grade of a lot of canned grapefruit covered by these standards is determined by the procedures set forth in the Regulations Governing Inspection and Certification of Processed Fruits and Vegetables, Processed Products Thereof, and Certain Other Processed Food Products (§§ 52.1 through 52.87).

Score Sheet

§ 52.1154 Score sheet for canned grapefruit.

Size and kind of container	
Container mark or identification	
Label	
Net weight (ounces)	
Vacuum (inches)	
Drained weight (ounces)	
Brix measurement	
Sirup designation (heavy, light, etc.)	
Count (whole segments or almost whole segments)	

Factors			
Drained weight	20	(A)	18–20
		(B)(Brkn.)	[1] 16–17
		(SStd.)	[1] 0–15
Wholeness	20	(A)	18–20
		(B)	[1] 16–17
		(Broken)	[1] 0–15
Color	20	(A)	18–20
		(B)(Brkn.)	[1] 16–17
		(SStd.)	[1] 0–15
Defects	20	(A)	18–20
		(B)(Brkn.)	[1] 16–17
		(SStd.)	[1] 0–15
Character	20	(A)	18–20
		(B)(Brkn.)	[1] 16–17
		(SStd.)	[1] 0–15
Total score	100		

Flavor and odor	(□)	Good
	(□)	Fairly good
Grade		

[1] Indicates limiting rule.

Dated: October 2, 1959.

ROY W. LENNARTSON,
Deputy Administrator,
Marketing Service.

[F.R. Doc. 59-8425; Filed, Oct. 6, 1959; 8:49 a.m.]

[7 CFR Part 81]

POULTRY AND POULTRY PRODUCTS

Inspection

Notice is hereby given that the United States Department of Agriculture is considering amendments to the Regulations Governing the Inspection of Poultry and Poultry Products (7 CFR Part 81, as amended) pursuant to authority contained in the Poultry Products Inspection Act (71 Stat. 441; 21 U.S.C. 451 et seq.).

The proposed amendments will provide that breathing shall have stopped prior to scalding, limit the type of cuts to be made prior to chilling, authorize inspectors to make weight tests before and after packaging, and clarify chilling requirements.

All persons who desire to submit written data, views or arguments in connection with the proposed amendments should file the same, in triplicate, with the Chief of the Standardization and Marketing Practices Branch, Poultry Division, Agricultural Marketing Service, United States Department of Agriculture, Washington 25, D.C., not later than 30 days following publication of this notice in the FEDERAL REGISTER.

The proposed amendments are:

§ 81.49 [Amendment]

1a. Change paragraph (b) of 81.49 to read as follows:

(b) Poultry shall be bled a sufficient length of time prior to entering the scald tank so that breathing has stopped prior to scalding. Usually 90 seconds of bleeding time are required to accomplish the foregoing. Blood from the killing operation shall be confined to a relatively small area.

b. Redesignate paragraph (l) as paragraph (p), delete paragraphs (h), (i), (j), and (k) of § 81.49, and substitute in lieu thereof new paragraphs as follows:

(h) Cuts for the removal of the viscera shall be limited to those necessary for proper processing operations and inspection. No additional cuts shall be made prior to chilling other than those necessary to perform the complete eviscera-tion of the bird.

(1) With respect to roaster style evisceration, opening cuts shall be made in such a manner that the skin between the thighs and rib cage will not be cut or torn open during the drawing operation. However, even under good processing operations with good foremanship, there will be an occasional bird that will be unintentionally cut or torn open in the area of the thigh and rib cage, and these birds will be passed if wholesome. Opening cuts that routinely open the aforesaid areas or carelessness on the part of plant operators that results in unnecessary exposure of the flesh of the bird shall not be permitted.

(2) With respect to poultry that is permitted to be opened by the "bar-cut" method, particular attention shall be given to the manner in which the transverse cut is made, so that the area between the thighs and rib cage will not be opened and the flesh at the posterior end of the keel will not be exposed All birds which are opened by the "bar-cut" method shall be trussed (both legs) prior to chilling.

(i) The neck skin shall either be separated from the neck prior to washing or the neck shall be disjointed or removed prior to washing, so that water will drain freely and completely from the body cavity.

(j) Poultry which is to be frozen or consumer packaged, or both, shall be adequately drained to remove ice and free water prior to packaging or packing.

(k) Cut-up poultry shall be prepared from chilled carcasses (with or without necks) and the parts shall not be rechilled in ice and water or water, but may be temporarily held in containers of crushed ice which are continuously drained pending further processing and packaging. Notwithstanding the foregoing, giblets and necks and certain parts resulting from special processing operations approved by the Administrator, may be chilled in agitated ice and water slush or refrigerated water for a period not in excess of 20 minutes.

(l) All offal resulting from the evisceration operation shall be removed from the establishment as often as necessary to prevent the development of a nuisance.

(m) Containers to be used for packaging dressed poultry and ready-to-cook poultry shall be clean, free from objectionable substances and odors and of sufficient strength and durability to protect the product adequately during normal distribution.

(n) Paper and other material used for lining barrels or other containers in which products are packaged shall be of such kinds as do not tear readily during use but remain intact when moistened by the product. Wooden containers to be used for packaging poultry shall be fully lined except when the individual birds to be packaged therein are fully wrapped.

(o) Protective coverings shall be used for the product, in the plant and as it is distributed from the plant, which are adequate to protect the product against contamination by any foreign substances (including, but not being limited to, dust, dirt, and insects) considering the means intended to be employed in transporting the product from the plant.

§ 81.50 [Amendment]

2a. Change paragraph (b) (3) (i) of § 81.50 to read:

(i) Should it be necessary to hold poultry in excess of 24 hours in chilling tanks, the poultry shall be removed from the tanks and repacked in clean ice and in clean tanks which are continually drained, or the tanks may be drained and re-iced and placed in a cooler which will maintain all of the poultry in the tanks at a temperature of 40° F. or below.

b. Delete paragraph (b) (3) (ii) of § 81.50 and substitute in lieu thereof the following:

(ii) With respect to poultry that is to be consumer packaged or frozen, or both, chilling and draining procedures shall be such as will minimize moisture absorption and retention at time of packaging. The inspector in charge is authorized to make weight tests as deemed necessary and in accordance with instructions issued by the Inspection Branch.

c. Change paragraph (d) of § 81.50 to read:

(d) *Cooling giblets.* Giblets shall be chilled to 40° F. or lower within two hours from the time they are removed from the inedible viscera, except that when they are cooled with the carcass the requirements of paragraphs (b) (2) and (f) (4) of this section shall apply. Any of the acceptable methods of chilling the poultry carcass may be followed in cooling giblets, except that unwrapped livers shall not be cooled in agitated ice and water chilling media for a period in excess of 20 minutes, but may be cooled in perforated containers which are immersed in noncirculated ice and water chilling media: *Provided,* That the livers are removed from the chilling containers when their temperature has been lowered to 40° F. When ready-to-cook birds are to be consumer packaged, the giblets shall be handled in a manner that will prevent free water from being included in the giblet package. Giblet wrappers shall be made of reasonably nonabsorbent materials and shall be no larger than necessary to properly wrap the giblets.

3. Change § 81.89 to read:

§ 81.89 Contamination.

Carcasses of poultry contaminated by volatile oils, paints, poisons, gases, or other substances which affect the wholesomeness of the carcasses, shall be condemned. Any organ or part of a carcass which has been contaminated following mutilation shall be condemned, and if the whole carcass is affected, the whole carcass shall be condemned. Carcasses showing evidence of scald vat water in the air sac system shall be condemned.

4. Change § 81.120 to read:

§ 81.120 Special procedure or requirements as to certification of slaughtered poultry for export to certain countries.

When export certificates are required by any foreign country for slaughtered poultry exported to such country, the Administrator shall prescribe or approve the form of export certificate to be used and the methods and procedures as he deems appropriate with respect to the preparation and transportation of such poultry, in order to comply with requirements specified by the foreign country regarding the exported products.

§ 81.130 [Amendment]

5. Change paragraph (a) (3) of § 81.130 to read:

(3) The net weight or other appropriate measure of the contents, except that the Administrator may approve the use of labels for certain types of immediate containers which do not bear the net weight: *Provided,* That the retailer or distributor supplying the retailer agrees in writing to the Administrator to mark the true net weight on the label prior to display and sale thereof: *And provided further,* That the shipping container bears a statement "Net weight to be marked on consumer packages prior to display and sale": *And provided further,* That the total net weight of the contents of the shipping container shall be marked on such container. The net weight marked on immediate containers of poultry products shall be the net weight of the poultry and shall not include the weights of the wet or dry packaging materials and giblet wrapping materials.

(Sec. 14, 71 Stat. 447; 21 U.S.C. 463)

Issued at Washington, D.C., this 2d day of October 1959.

ROY W. LENNARTSON,
Deputy Administrator,
Agricultural Marketing Service.

[F.R. Doc. 59-8426; Filed, Oct. 6, 1959; 8:49 a.m.]

[7 CFR Parts 904, 990, 996, 999, 1019]

[Docket Nos. AO-14-A28-RO1, AO-203-A11-RO1, AO-204-A10-RO1, AO-302-A3, AO-305-A2]

MILK IN GREATER BOSTON, SPRINGFIELD, AND WORCESTER, MASS.; SOUTHEASTERN NEW ENGLAND AND CONNECTICUT MARKETING AREAS

Notice of Hearing and Reopening of Hearing on Proposed Amendments to Tentative Marketing Agreements and Orders

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), notice is hereby given of a public hearing to be held at the Hotel Essex, Boston, Massachusetts, beginning at 10:00 a.m., e.d.t., on October 19, 1959, with respect to proposed amendments to the tentative marketing agreements and to the orders, regulating the handling of milk in the Greater Boston, Springfield and Worcester, Massachusetts; Southeastern New England and Connecticut marketing areas.

This public hearing is for the purpose of receiving evidence relating to the pricing of Class I milk under each of the tentative marketing agreements and orders herein identified, particularly as to the need for amendments to result in the establishment of Class I milk prices which are properly related (1) to each other, (2) to Class I prices in other marketing areas and (3) to the value of milk for manufacturing uses.

This public hearing, insofar as it pertains to amendment of the tentative marketing agreements and orders regulating the handling of milk in the Greater Boston, Springfield and Worcester marketing areas, also constitutes a reopening of the public hearing held in Boston on April 14 and 15, 1959, pursuant to notice thereof issued on April 1, 1959 (24 F.R. 2623).

Copies of this notice of hearing and of the orders may be procured from the Market Administrator in the respective markets as follows: Room 403, 230 Congress Street, Boston 10, Massachusetts; Room 408, 145 State Street, Springfield 3, Massachusetts; Room 403, 107 Front Street, Worcester, Massachusetts; 57 Eddy Street, Providence 3, Rhode Island; Box 2068, 1049 Asylum Avenue, Hartford, Connecticut; or from the Hearing Clerk, Room 112, Administration Building, United States Department of Agriculture, Washington 25, D.C., or may be there inspected.

Issued at Washington, D.C., this 2d day of October 1959.

ROY W. LENNARTSON,
Deputy Administrator.

[F.R. Doc. 59-8428; Filed, Oct. 6, 1959; 8:49 a.m.]

[7 CFR Part 924]

[Docket No. AO-225-A11]

MILK IN THE DETROIT, MICH., MARKETING AREA

Notice of Recommended Decision and Opportunity To File Written Exceptions to Proposed Amendments to Tentative Marketing Agreement and to Order

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), notice is hereby given of the filing with the Hearing Clerk of this recommended decision of the Deputy Administrator, Agricultural Marketing Service, United States Department of Agriculture, with respect to proposed amendments to the tentative marketing agreement, and order regulating the handling of milk in the Detroit, Michigan, marketing area. Interested parties may file written exceptions to this decision with the Hearing Clerk, United States Department of Agriculture, Washington, D.C., not later than the close of business the 5th day after publication of this decision in the FEDERAL REGISTER. The exceptions should be filed in quadruplicate.

Preliminary statement. The hearing on the record of which the proposed amendments, as hereinafter set forth, to the tentative marketing agreement and to the order, were formulated, was conducted at Detroit, Michigan, on September 10, 1959, pursuant to notice thereof which was issued August 31, 1959, (24 F.R. 7163).

The sole material issue on the record of the hearing related to the price for Class II milk during the months of October through January.

Findings and conclusions. The following findings and conclusions on the material issue are based on evidence presented at the hearing and the record thereof:

For the months of November 1959 through January 1960 the Class II price should be reduced 10 cents per hundredweight for milk used to produce nonfat dry milk, butter and American cheese.

The Class II price of the Detroit order is determined from the posted paying prices for manufacturing milk at seven Michigan milk manufacturing plants. While a butter-powder formula price is provided it has never been the effective price. During the months of October through January 20 cents per hundredweight is added to this price.

It was proposed by Michigan Milk Producers Association that during the months of October through January a handler should be allowed a credit of 20 cents per hundredweight on skim milk used to produce nonfat dry milk and one-half cent on butterfat used to produce butter at pool plants after first allocating other source milk to such products. The proposal was also supported by an operating cooperative that operates both pool and nonpool plants. Another cooperative association that purchases pool milk for manufacturing uses and several handlers proposed complete elimination of the 20-cent addition. An operator of a nonpool plant which purchases Detroit pool milk to manufacture into cheese opposed any special price on nonfat dry milk and butter which would not likewise be applicable to cheese.

Similar proposals were considered at a public hearing held January 6–16, 1959, at which testimony was received with respect to numerous other issues, including regulation of substantial additional territory either by expansion of the Detroit marketing area or by issuance of a separate order. It does not now appear that proceedings under that hearing can be completed in time to affect any substantial portion of the October 1959–January 1960 period.

The posted paying prices of the Michigan plants used to determine the Class II price are not now representative of actual prices paid for manufacturing milk in Michigan. Manufacturing plants in this area quite generally pay additional amounts over posted paying prices. Testimony in the record establishes that such additional payments are currently being made in substantial amounts for manufacturing milk purchased by cooperatives and dealers handling Detroit Class II milk.

For the 12-month period ending July 1959 the average posted paying prices used in the order were 7.9 cents less than the prices reported paid by Michigan condenseries, 4.9 cents less than those reported paid by Michigan creameries and cheese factories. These comparisons are after adjustment of the prices reported to the Department to a 3.5 percent test by use of the Class II butterfat differential of the order.

Addition of 20 cents for four months results in the Class II price being 6.7 cents more than the posted paying price on an annual average basis. It is therefore not far out of line with the general level of manufacturing milk prices actually paid in Michigan. Proposals to eliminate the 20-cent factor for the four months should be denied.

The cooperative association requesting the hearing opposed the same proposal at the January hearing. Substantial losses during the past October–January period in operation of a plant at which nonfat dry milk and butter are made were given as the basis for the change in position. Losses during this period were likewise shown by another cooperative. It must be recognized, however, that under the price comparisons shown, losses in the four-month period might be overcome by profits in other months.

There has, however, been a substantial increase in the volume of Class II milk made into powder, butter and American cheese in the past two years, approximately 36 percent from 1957 to 1958. The rate of increase has, in addition, been much greater in the October–January period. Production of these products in handlers' plants increased from

about eight million pounds in the October 1957–January 1958 period to 77 million pounds a year later. Records of production of such products in these months in non-handler plants are not available. Total transfers to such plants declined 45 million pounds while total Class II milk increased 63 million pounds.

It is evident that there has been a substantial increase in the volume of Class II milk that must be disposed of in butter, powder and cheese in this period, and that a greater proportion must be processed in handlers' plants. The handler plants equipped for such production are now operated almost exclusively by cooperatives so that any losses incurred are losses to member producers.

In view of these facts and the approximately two cents per hundredweight by which the most recent annual level of the Class II price exceeded the price reported paid for milk used for butter, cheese and nonfat dry milk a moderate adjustment in the price for Class II milk used to produce these products is appropriate for the portion of the current season for which it can now be made effective, namely November 1959 to January 1960. The amount of such reduction should be 10 cents per hundredweight, so that the price for Class II milk in such products will be determined by adding 10 cents to the higher of the average posted paying price or the Class II butter-powder formula price. No separate adjustment for butterfat and skim milk is required. The Class II butterfat differential for these months is changed only on the basis of changes in the market value of butter. Since this lower price for a portion of the Class II utilization provides in effect a separate lower priced class, the principle of the order that other source milk is assigned first to the lowest priced utilization should be maintained. Present order language would bring about this result except in the case of cream transferred to a nonpool plant. The amendment contains limiting language to insure prior assignment of other source milk to these uses.

The amendment should be limited to the immediate period ending January 1960. Continuation of the factors presently justifying this action cannot be predicted on the basis of this record. Should there be need for further consideration of Class II price provisions there will be opportunity for further consideration before the seasonal increase again becomes effective.

Rulings on proposed findings and conclusions. Briefs and proposed findings and conclusions were filed on behalf of certain interested parties in the market. These briefs, proposed findings and conclusions and the evidence in the record were considered in making the findings and conclusions set forth above. To the extent that the suggested findings and conclusions filed by interested parties are inconsistent with the findings and conclusions set forth herein, the requests to make such findings or reach such conclusions are denied for the reasons previously stated in this decision.

General findings. The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) The tentative marketing agreement and the order, as hereby proposed to be amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(b) The parity prices of milk as determined pursuant to section 2 of the Act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the marketing area, and the minimum prices specified in the proposed marketing agreement and the order, as hereby proposed to be amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(c) The tentative marketing agreement and the order, as hereby proposed to be amended, will regulate the handling of milk in the same manner as, and will be applicable only to persons in the respective classes of industrial and commercial activity specified in, a marketing agreement upon which a hearing has been held.

Recommended marketing agreement and order amending the order. The following order amending the order regulating the handling of milk in the Detroit, Michigan, marketing area is recommended as the detailed and appropriate means by which the foregoing conclusions may be carried out. The recommended marketing agreement is not included in this decision because the regulatory provisions thereof would be the same as those contained in the order, as hereby proposed to be amended:

Delete the period at the end of § 924.52(b), substitute a colon and add the following proviso: *"Provided,* That for the months of November 1959 through January 1960 the amount to be added shall be 10 cents per hundredweight with respect to Class II milk used to produce butter, nonfat dry milk and American cheese in excess of receipts of other source milk in the pool or nonpool plant in which such products are produced."

Issued at Washington, D.C., this 2d day of October 1959.

ROY W. LENNARTSON,
Deputy Administrator.

[F.R. Doc. 59-8429; Filed, Oct. 6, 1959; 8:49 a.m.]

[7 CFR Parts 961, 1010]

[Docket Nos. AO-160-A22, AO-276-A2]

MILK IN PHILADELPHIA, PA., AND WILMINGTON, DELAWARE, MARKETING AREAS

Notice of Hearing on Proposed Amendments to Tentative Marketing Agreements and Orders

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), notice is hereby given of a public hearing to be held at the Sylvania Hotel, Juniper and Locust Streets, in Philadelphia, Pennsylvania, beginning at 9:30 a.m., e.d.t., on October 22, 1959, with respect to proposed amendments to the tentative marketing agreements and to the orders, regulating the handling of milk in the Philadelphia, Pennsylvania, and Wilmington, Delaware, marketing areas.

This public hearing is for the purpose of receiving evidence relating to the pricing of Class I milk under each of the tentative marketing agreements and orders particularly as to the need for amendments to result in the establishment of Class I milk prices which are properly related (1) to each other, (2) to Class I prices in other marketing areas, and (3) to the value of milk for manufacturing uses, and for the further purpose of receiving evidence with respect to the economic and marketing conditions which relate to the proposed amendments, hereinafter set forth, and any appropriate modifications thereof, to the tentative marketing agreements and to the orders.

The proposed amendments, set forth below, have not received the approval of the Secretary of Agriculture.

Proposed by Inter-State Milk Producers' Cooperative, Inc.:

Amend the Order 61 and Order 110 Class I price formulas as follows:

Proposal No. 1. The base period for each of the formula components should be revised to bring them up-to-date using the years 1957–1958.

Proposal No. 2. An up-to-date seasonal index based on the variations during the years 1957–58 should be used to make seasonal adjustments in two of the formula factors; namely, the index of prices paid by midwestern condenseries and the Class I sales index. In addition, the Class I sales index should be based on average daily sales per quarter ending with February, May, August and November and the seasonal variations should be calculated using the quarterly data. The present seasonal adjustment in farm prices other than milk should be eliminated and no seasonal adjustment made in this series. The most recently revised index of farm prices other than milk should be used.

Proposal No. 3. The definition of Class I sales should be revised. All Class I

sales should be included except those made outside the marketing area by a handler whose inside area Class I sales are less than 5 percent of his total Class I sales and those moved by all other handlers to plants outside of New Jersey and Delaware from which no routes are operated in the marketing area.

Proposal No. 4. The width of the brackets for converting a specific formula index into a Class I price should be revised using the relationship that has existed between the revised formula index and Order 61 Class I prices during the period January 1950–December 1956.

Proposal No. 5. Consider the proper level of Class I prices to which the revised index shall be tied.

Amend Order No. 110 as follows:

Proposal No. 6. By changing the price breaking point from 4.0 percent to 3.7 percent butterfat.

Proposal No. 7. By changing the Class I butterfat differential charged the handlers to $0.07 per point butterfat (§ 1010.51(a)) and changing the butterfat differential paid to farmers to $0.07 per point butterfat (§ 1010.81).

Proposal No. 8. By making any other changes necessary to make the details of the price formula in Order 110 conform to those in Order 61.

Proposed by the Dairy Division, Agricultural Marketing Service:

Proposal No. 9. Make such changes as may be necessary to make the entire marketing agreement and the order conform with any amendments thereto that may result from this hearing.

Copies of this notice of hearing and the order may be procured from the Market Administrator, L. S. Iverson, 1528 Walnut Street, Philadelphia 2, Pennsylvania, or from the Hearing Clerk, Room 112, Administration Building, United States Department of Agriculture, Washington 25, D.C., or may be there inspected.

Issued at Washington, D.C., this 2d day of October 1959.

ROY W. LENNARTSON,
Deputy Administrator.

[F.R. Doc. 59-8427; Filed, Oct. 6, 1959; 8:49 a.m.]

[7 CFR Part 1015]

CUCUMBERS GROWN IN FLORIDA

Expenses and Rate of Assessment

Notice is hereby given that the Secretary of Agriculture is considering a proposed rule to establish a budget of expenses of the Florida Cucumber Committee of $70,330.00, and to fix the rate of assessment at two cents ($0.02) per 54 pound bushel of cucumbers, or respective equivalent quantities thereof, for the fiscal period ending July 31, 1960. The proposed rule, which is based upon recommendations of the Florida Cucumber Committee, and other information available to the Secretary, would be established in accordance with the applicable provisions of Marketing Agreement No. 118 and Order No. 115 (7 CFR Part 1015), regulating the handling of cucumbers grown in Florida. The said marketing agreement and order are effective under the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674).

Consideration will be given to any data, views, or arguments pertaining thereto, which are filed with the Director, Fruit and Vegetable Division, Agricultural Marketing Service, United States Department of Agriculture, Washington 25, D.C., not later than 15 days following publication of this notice in the FEDERAL REGISTER. The proposals are as follows:

§ 1015.203 Expenses and rate of assessment.

(a) The reasonable expenses that are likely to be incurred by the Florida Cucumber Committee, established pursuant to Marketing Agreement No. 118 and this part, to enable such committee to perform its functions pursuant to the provisions of the aforesaid marketing agreement and order, during the fiscal period ending July 31, 1959, will amount to $70,330.00.

(b) The rate of assessment to be paid by each handler, pursuant to Marketing Agreement No. 118 and this part, shall be two cents ($0.02) per 54 pound bushel of cucumbers, or respective equivalent quantities thereof, handled by him as the first handler thereof during said fiscal period.

(c) The terms used in this section shall have the same meaning as when used in Marketing Agreement No. 118 and this part.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: October 2, 1959.

FLOYD F. HEDLUND,
Acting Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 59-8413; Filed, Oct. 6, 1959; 8:47 a.m.]

FEDERAL AVIATION AGENCY

[14 CFR Parts 600, 601]

[Airspace Docket No. 59-LA-42]

FEDERAL AIRWAYS, CONTROL AREAS AND REPORTING POINTS

Revocation of Federal Airway, Associated Control Areas and Reporting Points

Pursuant to the authority delegated to me by the Administrator (§ 409.13, 24 F.R. 3499), notice is hereby given that the Federal Aviation Agency is considering an amendment to Parts 600 and 601 of the regulations of the Administrator, as hereinafter set forth.

Red Federal airway No. 2 presently extends from Sheridan, Wyoming, to Rapid City, South Dakota. The Federal Aviation Agency has under consideration revocation of Red 2 and its associated control areas. An IFR Airway Traffic Peak-Day Survey for each half of the calendar year 1958 showed aircraft movements on this airway as zero and one respectively. On the basis of this survey, it appears that the retention of this airway and its associated control areas is unjustified as an assignment of airspace, and that the revocation thereof would be in the public interest. If such action is taken § 601.4202 relating to associated reporting points would also be revoked.

Interested persons may submit such written data, views or arguments as they may desire. Communications should be submitted in triplicate to the Regional Administrator, Federal Aviation Agency, P.O. Box 90007, Airport Station, Los Angeles 45, California. All communications received within thirty days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Agency officials may be made by contacting the Regional Administrator, or the Chief, Airspace Utilization Division, Federal Aviation Agency, Washington 25, D.C. Any data, views or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The official Docket will be available for examination by interested persons at the Docket Section, Federal Aviation Agency, Room B-316, 1711 New York Avenue NW., Washington 25, D.C. An informal Docket will also be available for examination at the office of the Regional Administrator.

This amendment is proposed under sections 307(a) and 313(a) of the Federal Aviation Act of 1958 (72 Stat. 749, 752; 49 U.S.C. 1348, 1354).

In consideration of the foregoing, it is proposed to amend Parts 600 and 601 (14 CFR, 1958 Supp., Parts 600, 601) as follows:

1. Section 600.202 *Red Federal airway No. 2 (Sheridan, Wyo., to Rapid City, S. Dak.)* is revoked.

2. Section 601.202 *Red Federal airway No. 2 control areas (Sheridan, Wyo., to Rapid City, S. Dak.)* is revoked.

3. Section 601.4202 *Red Federal airway No. 2 (Sheridan, Wyo., to Rapid City, S. Dak.)* is revoked.

Issued in Washington, D.C., on September 30, 1959.

D. D. THOMAS,
Director, Bureau of Air Traffic Management.

[F.R. Doc. 59-8404; Filed, Oct. 6, 1959; 8:46 a.m.]

[14 CFR Parts 600, 601]

[Airspace Docket No. 59-KC-23]

FEDERAL AIRWAYS, CONTROL AREAS AND REPORTING POINTS

Revocation of Federal Airway, Associated Control Areas and Reporting Points

Pursuant to the authority delegated to me by the Administrator (§ 409.13, 24

F.R. 3499), notice is hereby given that the Federal Aviation Agency is considering an amendment to Parts 600 and 601 of the regulations of the Administrator, as hereinafter set forth.

Blue Federal airway No. 85 presently extends from Hutchinson, Kans., to Wichita, Kans. An IFR Peak-Day Airway Traffic Survey for each half of calendar year 1958 shows no aircraft movements on this airway. On the basis of the survey, it appears that the retention of this airway and its associated control areas is unjustified as an assignment of airspace and that the rovocation thereof would be in the public interest. If such action is taken, § 601.4685 relating to designated reporting points would also be revoked.

Interested persons may submit such written data, views or arguments as they may desire. Communications should be submitted in triplicate to the Regional Administrator, Federal Aviation Agency, 4825 Troost Avenue, Kansas City 10, Mo. All communications received within thirty days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Agency officials may be made by contacting the Regional Administrator, or the Chief, Airspace Utilization Division, Federal Aviation Agency, Washington 25, D.C. Any data, views or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The official Docket will be available for examination by interested persons at the Docket Section, Federal Aviation Agency, Room B-316, 1711 New York Avenue NW., Washington 25, D.C. An informal Docket will also be available for examination at the office of the Regional Administrator.

This amendment is proposed under sections 307(a) and 313(a) of the Federal Aviation Act of 1958 (72 Stat. 749, 752; 49 U.S.C. 1348, 1354).

In consideration of the foregoing, it is proposed to amend Parts 600 and 601 (14 CFR, 1958 Supp., Parts 600, 601) as follows:

1. Section 600.685 *Blue Federal airway No. 85 (Hutchinson, Kans., to Wichita, Kans.)* is revoked.

2. Section 601.685 *Blue Federal airway No. 85 control areas (Hutchinson, Kans., to Wichita, Kans.)* is revoked.

3. Section 601.4685 *Blue Federal airway No. 85 (Hutchinson, Kans., to Wichita, Kans.)* is revoked.

Issued in Washington, D.C., on September 30, 1959.

D. D. THOMAS,
Director, Bureau of Air Traffic Management.

[F.R. Doc. 59-8403; Filed, Oct. 6, 1959; 8:46 a.m.]

[14 CFR Parts 600, 601]

[Airspace Docket No. 59-WA-217]

FEDERAL AIRWAYS AND CONTROL AREAS

Designation of Federal Airway and Associated Control Areas

Pursuant to the authority delegated to me by the Administrator (§ 409.13, 24 F.R. 3499), notice is hereby given that the Federal Aviation Agency is considering an amendment to Parts 600 and 601 of the regulations of the Administrator, as hereinafter set forth.

The Federal Aviation Agency has under consideration designation of VOR Federal airway No. 474 and its associated control areas from a VOR proposed to be installed approximately February 15, 1960, near Bellaire, Ohio, at Lat. 40°01' 04", Long. 80°49'03"; via a VOR proposed to be installed approximately December 15, 1959, near Indian Head, Pa., at Lat. 39°58'33", Long. 79°21'21"; a VOR proposed to be installed approximately January 15, 1960, near St. Thomas, Pa., at Lat. 39°56'00", Long. 77°57'06"; to the Lancaster, Pa., VOR. The designation of this airway will provide a south bypass route in the Pittsburgh, Pa., area for air traffic originating at or overflying Columbus, Ohio, destined for the Lancaster, Pa., Philadelphia, Pa., and New York, N.Y., areas. If such action is taken, VOR Federal airway No. 474 and its associated control areas would be designated from the Bellaire, VOR; via the Indian Head, VOR; St. Thomas, VOR; to the Lancaster, VOR.

Interested persons may submit such written data, views or arguments as they may desire. Communications should be submitted in triplicate to the Regional Administrator, Federal Aviation Agency, Federal Building, New York International Airport, Jamaica 30, N.Y. All communications received within thirty days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Agency officials may be made by contacting the Regional Administrator, or the Chief, Airspace Utilization Division, Federal Aviation Agency, Washington 25, D.C. Any data, views or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The official Docket will be available for examination by interested persons at the Docket Section, Federal Aviation Agency, Room B-316, 1711 New York Avenue NW., Washington 25, D.C. An informal Docket will also be available for examination at the office of the Regional Administrator.

This amendment is proposed under sections 307(a) and 313(a) of the Federal Aviation Act of 1958 (72 Stat. 749, 752; 49 U.S.C. 1348, 1354).

In consideration of the foregoing, it is proposed to amend Parts 600 and 601 (14 CFR, 1958 Supp., Parts 600, 601) by adding the following sections:

§ 600.6474 VOR Federal airway No. 474 (Bellaire, Ohio, to Lancaster, Pa.).

From the Bellaire, Ohio, VOR via the Indian Head, Pa., VOR; St. Thomas, Pa., VOR; to the Lancaster, Pa., VOR.

§ 601.6474 VOR Federal airway No. 474 control areas (Bellaire, Ohio, to Lancaster, Pa.).

All of VOR Federal airway No. 474.

Issued in Washington, D.C., on September 30, 1959.

D. D. THOMAS,
Director, Bureau of Air Traffic Management.

[F.R. Doc. 59-8405; Filed, Oct. 6, 1959; 8:46 a.m.]

NOTICES

DEPARTMENT OF COMMERCE

Federal Maritime Board

[Docket No. S-57 (Sub. No. 3)]

STATES MARINE LINES, INC.

Notice of Hearing

Notice is hereby given that a public hearing will be held on an application filed by States Marine Lines, Inc., formerly States Marine Corporation of Delaware, for a waiver, to the extent required by the provisions of section 804 of the Merchant Marine Act, 1936, as amended, to permit the continuance of the below-described foreign-flag activities by affiliated or associated companies, in the event the Federal Maritime Board awards an operating-differential subsidy to States Marine Lines, Inc., under section 601 of said Act:

By Global Bulk Transport Corporation (formerly States Marine Corporation): The ownership and/or operation of the following:

1. Six Norwegian-flag combination ore carriers/tankers in the iron ore trade from Liberia to U.S. Atlantic and Gulf ports, and from Labrador to U.S. Atlantic and Gulf ports. When not employed in these trades, these vessels are used in worldwide bulk ore and oil trades.

2. Five Liberian-flag and two Norwegian-flag ore carriers in the iron ore trade from Venezuela to U.S. Atlantic

and Gulf ports and to Europe. When not employed in these trades, these vessels are used in worldwide bulk ore trades.

3. Three Norwegian-flag vessels in the bauxite trade from Jamaica to Baton Rouge, Louisiana. When not employed in this trade, these vessels are used to carry full cargoes of manganese ore from Brazil to U.S. Atlantic ports, iron ore from Venezuela to U.S. Atlantic and Gulf ports and grain from U.S. Gulf ports to Rotterdam.

4. Two Norwegian-flag ore carriers in the iron ore trade from Peru to U.S. Atlantic and Gulf ports and to Europe. When not employed in these trades, these vessels are used in worldwide bulk ore trades.

5. One Norwegian-flag combination ore carrier/tanker in the iron ore trade from Labrador to U.S. North Atlantic ports. When not used in this trade, this vessel will be used in worldwide bulk ore and oil trades, or any of the iron ore trades described above.

6. One Norwegian-flag converted Liberty ship in the bulk nickel and cobalt slurry trade from Cuba to U.S. Gulf ports and in the bulk molten sulphur and liquified petroleum gas trades from the U.S. Gulf to Cuba.

7. One Norwegian-flag tanker in worldwide bulk oil trades.

In addition to the above, Global Bulk Transport Corporation also acts as Agent in the United States for a fleet of British-flag tramp vessels engaged in worldwide full cargo trading.

By Navegacion del Pacifico (Mexico): The ownership and operation under Mexican flag of a river boat; six lighters and two tugs, all used to provide lighter service to vessels at Guaymas and La Paz, Mexico.

By Isthmian Lines, Inc.: The operation under time charter of a British-flag vessel which is used as a lighter in the Persian Gulf.

The purpose of the hearing is to receive evidence relevant to, and whether and to what extent, the provisions of Section 804 apply to the above-described activities and if so, whether special circumstances and good cause exist so as to justify a waiver of the provisions of this section.

A prehearing conference in the matter will be held on October 14, 1959, at 9:30 a.m., in Room 4458 New General Accounting Office Building, 441 G Street NW., Washington, D.C., before Chief Examiner G. O. Basham.

The hearing will be before an Examiner at a time and place to be announced and a recommended decision will be issued.

No Briefs will be permitted, but any party will be permitted to offer oral argument before the Presiding Officer at the close of the hearing.

All persons (including individuals, corporations, associations, firms, partnerships, and public bodies) desiring to intervene in the proceeding, must file notification thereof with the Secretary, Federal Maritime Board, Washington 25, D.C., in writing in triplicate by the close of business on October 13, 1959.

Dated: October 6, 1959.

By order of the Federal Maritime Board.

JAMES L. PIMPER,
Secretary.

[F.R. Doc. 59-8483; Filed, Oct. 6, 1959; 9:42 a.m.]

Office of the Secretary

VERN I. McCARTHY, JR.

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests as reported in the FEDERAL REGISTER in the last six months.

A. Deletions: Portsmouth Steel Corp.

B. Additions: Magic-Glow Chemical Corp., TXL Oil Corp., Vulcan Containers Pacific Inc.

This statement is made as of September 14, 1959.

Dated: September 28, 1959.

VERN I. McCARTHY, Jr.

[F.R. Doc. 59-8423; Filed, Oct. 6, 1959; 8:48 a.m.]

DEPARTMENT OF THE INTERIOR

National Park Service

[Colonial National Historical Park Order 3, Amdt. 2]

PROCUREMENT AND PROPERTY ASSISTANT

Delegation of Authority to Execute and Approve Certain Contracts

AUGUST 31, 1959.

Section 2 *Assistant Administrative Officer,* of Order No. 3, issued July 20, 1955 (20 F.R. 5905) is hereby deleted. A new section 2 and reading as follows is added to Order No. 3:

SEC. 2. *Procurement and Property Assistant.* The Procurement and Property Assistant may execute and approve contracts not in excess of $5,000 for construction, supplies, equipment, and services in conformity with applicable regulations and statutory authority and subject to availability of appropriations.

(National Park Service Order No. 14 (19 F.R. 8824); 39 Stat. 535; 16 U.S.C., 1952 ed., sec. 2. Region One Order No. 3 of February 17, 1956, as amended)

STANLEY W. ABBOTT,
Superintendent,
Colonial National Historical Park.

[F.R. Doc. 59-8411; Filed, Oct. 6, 1959; 8:47 a.m.]

Office of the Secretary

PYRAMID LAKE PAIUTE INDIAN RESERVATION

Liquor Ordinance

Pursuant to the act of August 15, 1953 (Public Law 277, 83d Congress, 1st Session), I certify that the following ordinance relating to the application of the Federal Indian liquor laws on the Pyramid Lake Paiute Indian Reservation was duly adopted on September 4, 1959, by the Pyramid Lake Paiute Tribal Council which has jurisdiction over the area of Indian country included in the ordinance:

Be it enacted by the Tribal Council of the Pyramid Lake Reservation, Nevada, in council meeting assembled September 4, 1959: the provisions of sections 1154, 1156, 3113, 3488 and 3618 of Title 18, United States Code, shall not apply to any act or transaction within the Pyramid Lake Paiute Reservation with respect to alcoholic or intoxicating beverages, providing the act or transaction relating to such beverages is in conformity both with the laws of the State of Nevada and with the following provisions of this ordinance, duly certified by the Secretary of the Interior and published in the FEDERAL REGISTER:

SECTION 1. (a) It shall be unlawful for any person to sell any alcoholic beverages on and within the Pyramid Lake Paiute Reservation, Nevada, without first obtaining a valid State and County license, as required by law or County ordinance, a Federal license to trade with the Indians pursuant to Part 276, Code of Federal Regulations, and a valid license issued by the Pyramid Lake Paiute Reservation Tribal Council.

(b) Such license will authorize the holder thereof to sell alcoholic beverages at retail in packages or by the drink for consumption on the premises.

(c) Such license shall set forth the location and description of the building and premises where such sales may be made and for which said license is issued.

(d) Said license shall be displayed in a conspicuous place within the building or room where such alcoholic beverages are sold.

(e) The license fee shall be Seventy-five Dollars and no/100 cents ($75.00) per quarter, and shall be paid in advance for a three months' period concurrent with the period for which the licensee holds a valid State and County license.

SEC. 2. (a) No person shall sell, deliver or give away any alcoholic beverages to any person actually or apparently under the influence of alcoholic beverages.

(b) No licensee, or agent or employee thereof, shall sell or furnish any alcoholic beverage to any person under the age of twenty-one (21) years.

Penalty. Any Indian who sells or offers for sale any alcoholic beverages within the Pyramid Lake Paiute Reservation, Nevada, without first obtaining a valid State and County license as required, a Federal license to trade with

the Indians pursuant to Part 276, Code of Federal Regulations, and a license issued by the Pyramid Lake Reservation Tribal Council, or any Indian who violates any of the provisions of this Ordinance shall be deemed guilty of an offense and upon conviction thereof shall be punished by a fine of not less than $25.00 or more than $100.00, or not less than ten days nor more than fifty days in jail or both such fine and imprisonment and/or suspension or revocation of his or her license. When any provision of this Ordinance is violated by a Non-Indian, he or she shall be referred to the State and/or Federal authorities for prosecution under applicable law and his or her license may be suspended or revoked.

ROGER ERNST,
Assistant Secretary of the Interior.

OCTOBER 5, 1959.

[F.R. Doc. 59-8482; Filed, Oct. 6, 1959; 9:42 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. 50-136]

GENERAL ELECTRIC CO.

Notice of Issuance of Utilization Facility Export License

Please take notice that no request for a formal hearing having been filed following filing of a notice of proposed action with the Office of the Federal Register, the Atomic Energy Commission has issued License No. XR-31 to General Electric Company authorizing export of a power reactor to Allgemeine Elektricitats-Gesellschaft AG, Frankfurt/Main, Federal Republic of Germany. The notice of proposed issuance of this license, published in the FEDERAL REGISTER on July 22, 1959, 24 F.R. 5858, described the reactor as a 62,000 thermal kilowatt (15,000 kilowatt electrical) boiling water power reactor.

Dated at Germantown, Md., this 30th day of September 1959.

For the Atomic Energy Commission.

R. L. KIRK,
Acting Director, Division of Licensing and Regulation.

[F.R. Doc. 59-8399; Filed, Oct. 6, 1959; 8:45 a.m.]

[Docket No. 50-10]

COMMONWEALTH EDISON CO.

Notice of Issuance of Facility License

Take notice that pursuant to the Intermediate Decision and Order for Limited Power Operation issued by the Presiding Officer on September 26, 1959, the Division of Licensing and Regulation of the Atomic Energy Commission issued to Commonwealth Edison Company, Chicago, Illinois, a limited power operating license (as set out below) pursuant to section 104b of the Atomic Energy Act of 1954.

Dated at Germantown, Md., this 28th day of September 1959.

For the Atomic Energy Commission.

H. L. PRICE,
Director, Division of Licensing and Regulation.

[License No. DPR-2]

As provided in the attached order issued in this proceeding by the Presiding Officer on September 26, 1959, a limited license is hereby issued to the Commonwealth Edison Company authorizing the initial loading of nuclear fuel and the operation, in accordance with the application as amended, of the boiling water reactor, described in the application and amendments thereto, to the extent of but not in excess of a power level of one (1) megawatt (thermal) during a period of time not in excess of 45 days from and after the date of the issuance of the said order of the Presiding Officer.

The Company shall report of the occurrence within 5 days to the Commission after the date on which the initial loading of nuclear fuel is made into the reactor.

Dated at Germantown, Md., this 28th of September 1959.

For the Atomic Energy Commission.

H. L. PRICE,
Director, Division of Licensing and Regulation.

[F.R. Doc. 59-8398; Filed, Oct. 6, 1959; 8:45 a.m.]

FEDERAL POWER COMMISSION

[Docket No. G-13246 etc.]

MICHIGAN-WISCONSIN PIPE LINE CO. ET AL.

Order Adopting in Part and Reversing in Part Initial Decision of Presiding Examiner

SEPTEMBER 30, 1959.

In the matters of Michigan-Wisconsin Pipe Line Company, Docket Nos. G-13246, G-16998, Illinois Power Company, Docket No. G-18022, Central Missouri Gas Company, Docket No. G-18304.

These proceedings are before us on exceptions to the decision of the Presiding Examiner, issued August 21, 1959, in the above-consolidated proceedings, involving inter alia:

(1) An application in Docket No. G-16998 by Michigan Wisconsin Pipe Line Company (Michigan Wisconsin) for a certificate of public convenience and necessity authorizing the sale and delivery in interstate commerce of an incremental 40,000 Mcf of natural gas (per average day) above the quantities previously authorized in Docket No. G-13246, et al., and for authorization to construct certain additional facilities which will enable Michigan Wisconsin to deliver and sell the additional 40,000 Mcf per day of Laverne gas to its existing customers.

(2) A motion by Michigan Wisconsin in Docket No. G-13246, et al., that the certificate of public convenience and necessity issued by the Commission's order of June 20, 1958, authorizing the designated "A" and "B" facilities, be modified to authorize the construction and operation of loop lines and compressor facilities to expand the capacity of Michigan Wisconsin's mainline to enable it to transport in interstate commerce 80,000 Mcf of natural gas per day from the Laverne Field in Harper County, Oklahoma, in lieu of the 40,000 Mcf per day authorized.

(3) In Docket No. G-16998, Michigan Wisconsin also seeks authorization for additional group "C" facilities[1] which are required to enable Michigan Wisconsin to deliver and sell the additional 40,000 Mcf per day of Laverne gas. These facilities consist of (1) a 20.9 mile, 16-inch O.D. loop of Michigan Wisconsin's pipeline from Oshkosh, Wisconsin, north to the Little Chute tap; (2) 1,780 additional horsepower at its Station 10; (3) 2,440 additional horsepower at its Wisconsin "A" Station; and (4) 1,600 additional horsepower at its Wisconsin "B" Station.[2]

On June 3, 1959, the Commission consolidated the above proceedings with the following applications for orders directing Michigan Wisconsin to establish physical connection of its facilities with those which applicants propose to construct, and sell and deliver to the following applicants volumes of natural gas for distribution and resale in certain areas which presently do not have natural gas service:

(1) In Docket No. G-18022, Illinois Power Company (Illinois Power) requests that Michigan Wisconsin establish physical connection of its facilities with the proposed facilities of applicant and sell and deliver to applicant the natural gas requirements for the Village of Viola and environs. Illinois Power seeks third year allocations of 37,800 Mcf annually and 380 Mcf per day on a peak day for resale and distribution in the Village of Viola, Illinois, and its environs.

(2) In Docket No. G-18304, Central Missouri Gas Company (Central Missouri) seeks third year allocation from Michigan Wisconsin of 4,586 Mcf on a peak day and 679,795 Mcf annually to supply the requirements of residential, commercial and industrial customers in and within the vicinity of the communities of Kirksville, Greentop, Queen City and Lancaster, Missouri.

(3) New London Gas Company intervened herein seeking a supply of gas for the community of New London, Iowa.

(4) Iowa Southern Utilities Company (Iowa Southern) intervened in these proceedings seeking, inter alia, a gas supply for four communities in southern Iowa, namely, Leon, Corydon, Moravia and Albia.

We affirm the Examiner's decision insofar as he authorizes the modification of mainline facilities as proposed by Michigan Wisconsin in its motion filed in Docket No. G-13246 as well as the authorization for additional group "C" facilities required to enable Michigan Wisconsin to deliver and sell the additional

[1] The proposed facilities would be in addition to those Group "C" facilities originally requested in Docket No. G-13246, et al.

[2] Michigan Wisconsin's Exhibit No. 106 indicates that it is no longer requesting authority for the 1,780 hp., 2,440 hp. and 1,600 hp. additions.

40,000 Mcf per day of Laverne gas. We will treat the applications (including interventions) for service to new communities subsequent to our discussion of the allocation problem, since our disposition of the applications for new service will flow from our conclusion as to the appropriate method of allocation.

The chief issue in these proceedings involves the acceptance by the Examiner, with slight modifications, of Michigan Wisconsin's proposed plan of allocation of its gas supplies on a new system-wide basis predicated on customer nominations for the 1958-59 season under Michigan Wisconsin's proposed demand and commodity tariff. The Staff, Michigan Gas and Electric Company, Madison Gas and Electric Company, and the coal interests contend that these proceedings were designed by the Commission to allocate only the incremental amount of 40,000 Mcf rather than for a system-wide allocation of Michigan Wisconsin's total gas supply. We agree with the latter interpretation of the Commission's Notice of May 22, 1959, which is in accord with our intention in setting this hearing.

Michigan Wisconsin, by the terms of its application, sought authorization in Docket No. G–16998 to transport and sell certain additional supplies. Consistent with our understanding of the application, and in order to avoid inequities in allocation resulting from an improperly designated hearing, the Notice was drafted in contemplation of allocating only the incremental amount of 40,000 Mcf. The allocation of Michigan Wisconsin's capacity has been handled for a number of years on the basis of allocating numbers of space-heating permits among the customers. Nevertheless, the Examiner assumed that the Commission must have intended to open up the instant proceedings to a system-wide allocation, predicated on (1) the assumption that Michigan Wisconsin would, by motion filed under section 4 of the Act, make such tariff effective on September 1, 1959 [3] and (2) the fact that the Staff had supported a demand-commodity tariff in the Docket No. G–17512 proceedings.

While we recognize the persuasiveness of the fact that the same Examiner was passing upon the rate form issue and apparently was aware of his own disposition toward approval of the two-part rate, we do not believe that any subsequent approval by the Commission of the demand-commodity rate form can be read back as controlling the Commission's intention in setting up the allocation hearings. Quite the contrary. The notice of hearing was issued prior to any hearing on the rate form issue and did not, and indeed could not, foreshadow any conclusion the Commission might ultimately arrive at in the latter proceeding. We agree with Staff's contention that an equitable allocation of Michigan Wisconsin's total supplies can be undertaken only after the customers are assured that the Commission has approved some specific form of a two-part rate and after the customers are afforded an opportunity to present to the Commission the data available as to their requirements. These requirements then can be, and should be, evaluated on a comparative basis.

Complaints were made by a number of customers to the effect that the proposed allocation of Michigan Wisconsin predicated on a two-part rate will work serious inequities and deprive these customers of substantial volumes of gas previously allocated by Commission order. This challenge to the fairness and equity of Michigan Wisconsin's plan of allocation could not be resolved by the Examiner on the record made in these proceedings in the absence of a comparative evaluation of market requirements.

It would suffice to reach our conclusion that the Examiner's approval of Michigan Wisconsin's proposed system-wide allocation cannot be approved on the ground (1) that he misconstrued the Commission's notice of hearing, and (2) that it was improper to make findings beyond the scope of the hearing as defined by the Commission.[4] However, we believe it is illuminating to note the practical consequences of the Examiner's effort to find support for his conclusions in matters extraneous to the merits. Thus, the fact that a "majority" of the customers were satisfied with their nominations and that the allocation was "satisfactory" to Michigan Wisconsin and its affiliate, Michigan Consolidated, is no substitute for a responsible appraisal of the relative equities of "minority" against the "majority". An equitable allocation requires a comparative review of requirements supported by substantial evidence and not a piecemeal approach. This is demonstrated most clearly by the Examiner's approval of the allocation to Michigan Consolidated. Apart from the fact that such allocation would involve a violation of the Commission's outstanding orders,[5] this finding is not supported by any evidence.

Even if we were inclined to endorse a system-wide allocation at this time we cannot accept the Examiner's findings without the comparative review of current market requirements essential to an equitable allocation. Furthermore, no findings were made within the scope of the Commission's notice of hearing upon which we could predicate an allocation of the incremental supply. Consequently, we believe that in fairness to all the parties and in view of our concurrent approval of a two-part rate as proposed by Michigan Wisconsin in Docket No. G–17512,[6] it would be appropriate at this time to reopen the proceedings to require all of the distributors to submit nominations based upon 1959–60 requirements predicated upon the new tariff. We shall provide that such nominations be based upon a conversion of the presently allocated number of space-heating customers to a contract demand basis plus such additional nominations as may be supplied out of the incremental amount of 40,000 Mcf. These additional nominations shall likewise be converted to a contract demand basis.

In view of our conclusion, we do not at this time pass upon the merits of the 7(a) applications or interventions requesting an allocation of supplies to new communities. These applicants shall likewise be afforded an opportunity in the reopened proceedings to submit annual and peak day nominations for 1959–60 as well as such other supporting evidence as they deem necessary and relevant to meet the statutory requirements of section 7(a). In the light of our ultimate decision to reopen these proceedings no useful purpose will be served in passing upon the specific exceptions of Michigan Gas Utilities Company and Madison Gas and Electric Company complaining that they require more gas than allocated under Michigan Wisconsin's plan to serve current requirements or that the plan impairs their existing allocation under prior Commission orders. We sustain the exceptions of Panhandle Eastern Pipe Line Company. The Examiner's statements that Michigan Wisconsin was deprived of gas through the abandonment order are without support and are contrary to the Commission's express findings made in the proceedings In the Matters of American Louisiana Pipe Line Company, et al., Docket Nos. G–10396, et al.

There is no support in the record for the Examiner's conclusion that Michigan Wisconsin's proposed allocation is required by the public convenience and necessity and the Examiner's decision is accordingly reversed in that respect. Our decision herein shall not result in any prejudice to the rights of 7(a) applicants and interveners for service to new communities and our order herein will provide adequate opportunity for the presentation of their claims for new service in the reopened proceedings.

The Commission finds:

(1) Michigan Wisconsin Pipe Line Company is engaged in the transportation and sale of natural gas in interstate commerce and is a "natural-gas company" within the meaning of that term as used in the Natural Gas Act as heretofore found by the Commission.

(2) It is necessary and desirable in the public interest that Michigan Wisconsin be authorized to construct and operate the additional portion of the group "C" facilities more fully described above in this order.

(3) It is necessary and desirable in the public interest that Michigan Wisconsin

[3] By letter dated Aug. 31, 1959, Michigan Wisconsin advised the Commission that it is not proposing to file "at this time a motion under Section 4(e) of the Act which would put the proposed tariff into effect on Sept. 1, 1959."

[4] That is, an allocation of the incremental supply of 40,000 Mcf.

[5] Opinion No. 291, 15 FPC 23, 44 and 16 FPC 897, 906.

[6] In the order issued concurrently herewith in Docket No. G–17512, we have provided: "The tariff proposed by Michigan Wisconsin as its FPC Gas Tariff, First Revised Volume No. 1, is hereby approved but shall not become effective until the necessary and appropriate service agreements representing the allocations involved in the concurrently reopened proceedings in Docket No. G–13246 have been approved and accepted by the Commission."

be authorized to construct and operate the modified "A" and "B" facilities required to expand the capacity of Michigan Wisconsin's main line to enable it to transport in interstate commerce 80,000 Mcf of natural gas per day from the Laverne Field in Harper County, Oklahoma, as requested in its motion filed in Docket No. G–13246, et al.

(4) Michigan Wisconsin's plan of allocation as set forth in Appendix A to the Examiner's decision issued August 21, 1959 in these proceedings constitutes in effect a system-wide allocation of all supplies available to the system and, as such, falls outside the scope of the proceedings defined in the Commission's Notice of Hearing. Since no findings were made by the Examiner to support an allocation of the incremental supply of 40,000 Mcf as intended by the Commission in setting this hearing, and since the Commission is now approving concurrently an entirely new tariff form in Docket No. G–17512, it is desirable and necessary to reopen the record herein to afford a fair opportunity to the customer companies, after due notice, to submit annual and peak day nominations supported by adequate and contemporary evidence of market requirements and predicated on the new tariff. In such reopened proceedings the Examiner will be authorized to make a system-wide allocation. However, as we shall specify in the ordering part below, the nominations of all the customer companies shall first be predicated on a conversion of the presently allocated number of space-heating customers to a contract demand basis prior to the nominations of such additional amounts as may be available on an equitable basis to each customer from the incremental supply of 40,000 Mcf.

(5) The section 7(a) applicants, Illinois Power Company and Iowa Southern Utilities Company, an intervener, should be afforded an opportunity to present evidence in support of their requests for service from Michigan Wisconsin in the reopened proceedings.

(6) Central Missouri Gas Company, which requests service to Kirksville, Greentop, Queen City, and Lancaster, Missouri, and New London Gas Company, which requests service to New London, Iowa, should be afforded an opportunity to present evidence in support of their requests for new service in the reopened proceedings.

(7) The facilities above described are subject to the requirements of section 7(c) of the Natural Gas Act, as amended.

(8) Michigan Wisconsin is a qualified applicant and is able and willing properly to do the acts and to perform the service proposed by means of the facilities hereinafter authorized, and is willing to conform to the provisions of the Natural Gas Act, and the requirements, rules and regulations of the Commission thereunder.

(9) The construction and operation of the facilities hereinafter authorized are required by the present and future public convenience and necessity, and a supplemental certificate should be issued in Docket No. G–13246 authorizing such construction and operation.

The Commission orders:

(A) Michigan Wisconsin be and hereby is authorized to construct and operate additional compressor facilities at its existing stations 2 through 9, aggregating 16,560 horsepower and 353 miles of 24-inch main line loops in lieu of the nine new intermediate compressor stations which were authorized by the Commission's order of June 20, 1958, in Docket No. G–13246.

(B) Michigan Wisconsin be and hereby is authorized to construct and operate the portion of the original "C" facilities in Docket No. G–13246, i.e., 1,320 additional horsepower of compression at Station 10 and 2,400 additional horsepower of compression at Wisconsin "B" Station which was reserved by the order of April 24, 1959, as well as the 20.9 miles of 16-inch loop of the line for Oshkosh to Little Chute, Wisconsin, for which Michigan Wisconsin seeks authorization in Docket No. G–16998. The other "C" facilities proposed in Docket No. G–16998 are hereby denied.

(C) The application for a certificate of public convenience and necessity filed in Docket No. G–16998 by Michigan Wisconsin for authority to sell and deliver an additional 40,000 Mcf of natural gas above the quantities previously authorized in Docket No. G–13246, et al., is hereby denied without prejudice and is reserved for future determination after hearings have been held in the reopened proceedings.

(D) The record herein shall be reopened to provide for a systemwide allocation of the gas available for sale by Michigan Wisconsin predicated on the tariff approved by the Commission concurrently in Docket No. G–17512. A hearing to determine such allocation will be held on October 26, 1959, at 10 a.m. in a Hearing Room of the Federal Power Commission, Washington, D.C.

To assist the Commission in determining a fair allocation of such gas for the initial operations under the two part rate tariff each present or authorized customer of Michigan Wisconsin, as well as the 7(a) applicants and interveners herein, shall submit no later than 15 days subsequent to the date of issuance of the order herein, annual and peak day nominations for the 1959–60 peak period and the calendar year 1960:

1. Based on the loads authorized by our orders issued herein on April 24, 1959 and September 28, 1959.

2. Based on the loads indicated under (1) above plus an equitable share of the additional 40,000 Mcf per day to become available as a result of the construction authorized herein, giving due consideration to the practical possibilities of physically attaching such load during the 1959–60 heating season.

Each of these nominations shall be supported by data showing:

a. Numbers of customers served by classes of service, (1) historically for the three past years, (2) actually connected as of the latest date available, (3) expected to be connected during the 1959–60 heating season.

b. Historical and anticipated peak day sales and usage by classes of service supported by temperatures and usage factors, including also estimates of interruptible loads served on past peak days and curtailments on such days. Furnish also as a part of such data, historical and anticipated supply, i.e., natural gas, manufactured gas, storage input or drawdown. If there is more than one source of natural gas, show volumes by sources.

c. Annual requirements by classes of service both historically and estimated for the 1959–60 contract year, including consumption factors, and other relevant data upon which the estimates are based.

d. Statements giving information as to existence, condition, capacity and feasibility of use of peak shaving equipment and/or storage fields and holders.

e. Any other data the customer deems to be relevant or pertinent to the proposed allocation.

E. The Illinois Power Company, Iowa Southern Utilities Company, Central Missouri Gas Company and New London Gas Company shall be afforded an opportunity to present further evidence in support of their respective applications for new service and shall supply data conforming as nearly as possible to those specified in paragraph 2 above.

(F) The motions for oral argument by Iowa Southern, Michigan Gas Utilities and Madison Gas & Electric should be and hereby are denied.

(G) Good cause was shown for the late filing of the companion motions requesting leave to intervene and reopen the proceedings filed on September 14, 1959 by the City of Kirksville and therefore, they should be and hereby are granted.

By the Commission.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 59–8408; Filed, Oct. 6, 1959; 8:46 a.m.]

[Docket No. E–6899]

PENNSYLVANIA ELECTRIC CO.

Order To Show Cause

OCTOBER 1, 1959.

The 1958 Annual Report (F.P.C. Form No. 1) of Pennsylvania Electric Company (Company), a Pennsylvania corporation with its principal place of business at Johnstown, Pennsylvania, indicates that Company for general corporate and public reporting purposes is currently accounting for certain credits arising from its use of deferred tax accounting in a manner contrary to the requirements of the Commission's Uniform System of Accounts Prescribed for Public Utilities and Licensees.

Company is both a public utility and Licensee within the meaning of those terms as used in the Federal Power Act.

Company's Annual Report to the Commission for 1958 shows a credit amount of $9,707,085 in Account 266—Accumulated Deferred Taxes on Income, as of December 31, 1958. This amount represents the accumulation to December 31, 1958, of annual accruals of deferred taxes resulting from Company's five-year amortization of a portion of the cost of two major construction projects pursu-

ant to authorization under Section 124A of the Federal Internal Revenue Act of 1950. Company's annual charges to income for the federal income taxes thus deferred have been charged to Account 507A—Provision for Deferred Taxes on Income. These two accounts constitute the balance sheet and income accounts, respectively, prescribed by this Commission's Order No. 204 (19 FPC 837) as the appropriate accounting classifications for federal income taxes deferred by reason of accelerated amortization and liberalized depreciation practices under sections 168[1] and 167, respectively, of the Internal Revenue Code of 1954.

Notwithstanding these applicable accounting classifications, Company's 1958 Annual Report to its stockholders shows that Company is currently reporting, for general corporate purposes, the accumulated accruals of deferred taxes on income which the Commission has required to be set forth in Account 266 through another balance sheet account, Account No. 271 A—Earned Surplus-Restricted.[2] The Company's annual report to stockholders is required to be appended as a part of Company's FPC Form No. 1, Annual Report to the Commission.[3]

Correspondence between Company representatives and this Commission's staff has failed to show any justification for Company's departure from the requirements of this Commission's Uniform System of Accounts. Moreover, Company's representatives have indicated that Company proposes to continue the above-mentioned accounting practices.

In view of the foregoing, it is necessary and appropriate for the purposes of the Federal Power Act (particularly sections 301(a), 304 and 309 thereof), that Company show cause, if any there be, for its past and continuing departure from the requirements of this Commission's Uniform System of Accounts; all in the manner as hereinafter provided.

The Commission orders:

Company shall show cause, if any there be, in writing and within sixty days from the issuance of this order, why the Commission should not find and determine:

(1) That Company is reporting the financial data set forth in Account 266 (i.e., accumulated deferred taxes on income), otherwise than through the Commission's prescribed Account 266, all as indicated above, and therefore that it has and continues to violate the accounting and reporting requirements prescribed by the Commission through its Uniform System of Accounts;

(2) That this action by Company constitutes a willful and knowing violation of the Federal Power Act;

(3) That the Company be required to make, keep, and preserve its accounts in the manner prescribed by this Commission in the Uniform System of Accounts for Public Utilities and Licensees;

(4) That the Company be ordered to file such substitute pages of its Annual Report for 1958 (F.P.C. Form No. 1), to make the reporting of accumulated deferred taxes on income therein consistent, and in compliance with the requirements for such report as prescribed by the Commission.

By the Commission.

MICHAEL J. FARRELL,
Acting Secretary.

[F.R. Doc. 59-8409; Filed, Oct. 6, 1959; 8:47 a.m.]

[1] Formerly section 124A of the Federal Internal Revenue Act of 1950.

[2] Not prescribed as a part of this Commission's Uniform System of Accounts for Public Utilities and Licensees. Order No. 204 (19 FPC 837) finds that surplus, even though restricted, is not an appropriate account for the classification of deferred taxes on income.

[3] Registration Statements heretofore filed by Company under the Securities Act of 1933 reflect this same practice.

HOUSING AND HOME FINANCE AGENCY

Office of the Administrator

DEPUTY URBAN RENEWAL COMMISSIONER ET AL.

Designation and Order of Precedence to Act as Urban Renewal Commissioner

The officers appointed to the following listed positions in the Urban Renewal Administration of the Housing and Home Finance Agency (excluding persons designated to serve in an acting capacity) are hereby designated to act in the place and stead of the Urban Renewal Commissioner, with the title of "Acting Urban Renewal Commissioner" and with all the powers, rights, and duties assigned to the Commissioner, in the event the Commissioner is unable to act by reason of his absence, illness, or other cause, provided that no officer shall serve in such acting capacity unless all other officers whose titles precede his in this designation are unable to act by reason of absence, illness, or other cause:

1. Deputy Urban Renewal Commissioner;
2. Chief Counsel;
3. Assistant Commissioner for Program Planning and Development;
4. Assistant Commissioner for Technical Standards;
5. Director, Administrative Management Branch.

This order supersedes the order effective February 20, 1957 (22 F.R. 1056, Feb. 20, 1957) respecting this same subject.

(Reorg. Plan No. 3 of 1947, 61 Stat. 954; 62 Stat. 1283 (1948), as amended by 64 Stat. 80 (1950), 12 U.S.C. 1952 ed. 1701c)

Effective as of the 7th day of October 1959.

[SEAL] NORMAN P. MASON,
Housing and Home Finance Administrator.

[F.R. Doc. 59-8416; Filed, Oct. 6, 1959; 8:47 a.m.]

INTERSTATE COMMERCE COMMISSION

[Notice 100]

MOTOR CARRIER ALTERNATE ROUTE DEVIATION NOTICES

OCTOBER 2, 1959.

The following letter-notices of proposals to operate over deviation routes for operating convenience only with service at intermediate points have been filed with the Interstate Commerce Commission, under the Commission's Deviation Rules Revised, 1957 (49 CFR 211.1 (c)(8)) and notice thereof to all interested persons is hereby given as provided in such rules (49 CFR 211.1(d)(4)).

Protests against the use of any proposed deviation route herein described may be filed with the Interstate Commerce Commission in the manner and form provided in such rules (49 CFR 211.1(e)) at any time but will not operate to stay commencement of the proposed operations unless filed within 30 days from the date of publication.

Successively filed letter-notices of the same carrier under the Commission's Deviation Rules Revised, 1957, will be numbered consecutively for convenience in identification and protests if any should refer to such letter-notices by number.

MOTOR CARRIERS OF PROPERTY

No. MC 28489 (Deviation No. 1) BORDER EXPRESS, INC., 283-A Main Street, Bangor, Maine, filed September 23, 1959. Attorney Francis E. Barrett, 7 Water Street, Boston 9, Mass. Carrier proposes to operate as a *common carrier*, by motor vehicle of *general commodities* with certain exceptions, over a deviation route, as follows: from the southern terminus of the Maine Turnpike at Kittery, Maine over the said Turnpike and access routes to its northern terminus at Augusta, Maine, and return over the same route, for operating convenience only serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over the following pertinent service routes: from Harmony, Maine over Maine Highway 150 to Skowhegan, Maine, thence over U.S. Highway 201 to Brunswick, Maine, thence over U.S. Highway 1 via Smithtown, N. H., and Newburyport, Mass., to Boston; from Bangor over U.S. Highway 202 to Gray, Maine, thence over Maine Highway 100 to Portland; from Boston over U.S. Highway 1 to Brunswick, Maine, thence over U.S. Highway 201 to Watertown, Maine, thence over Maine Highway 11 to Newport, Maine, thence over U.S. Highway 2 to Bangor, and return over the same routes.

No. MC 30204 (Deviation No. 3), HEMINGWAY BROTHERS INTERSTATE TRUCKING COMPANY, 438 Dartmouth Street, New Bedford, Mass., filed September 23, 1959. Attorney, Francis E. Barrett, 7 Water Street, Boston 9, Mass. Carrier proposes to operate as a *common*

carrier by motor vehicle of *general commodities,* with certain exceptions, over a deviation route as follows: from the southern terminus of the Maine Turnpike at Kittery, Maine, over the said Turnpike and access routes to its northern terminus at Augusta, Maine, and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over pertinent service routes as follows: from Boston over U.S. Highway 1 to junction Massachusetts Highway 26 (formerly U.S. Highway 1), thence over Massachusets Highway 26 to Newburyport, Mass.; also from Boston over Massachusetts Highway 107 to Salem; Mass., thence over Massachusetts Highway 1–A to Newburyport, thence over Massachusetts Highway 26 (formerly U.S. Highway 1) to junction U.S. Highway 1, thence over U.S. Highway 1 to Bangor, Maine, and thence over U.S. Highway 2 to Old Town; from Boston over Massachusetts Highway 28 to Lawrence, Mass., thence over Massachusetts Highway 110 to Haverhill, Mass., thence over Massachusetts Highway 108 to the Massachusetts-New Hampshire State line, thence over New Hampshire Highway 108 to Dover, N.H., thence over New Hampshire Highway 16 to Rochester, N.H., thence over U.S. Highway 202 via Sanford, Maine, to Bangor, Maine, thence over U.S. Highway 2 to Old Town; from Lewiston, Maine over Maine Highway 126 to Gardiner, Maine; and return over the same routes.

No. MC 59855 (Deviation No. 1), HUNNEWELL TRUCKING INC., 551 Commercial Street, Portland, Maine. Attorney Francis E. Barrett, 7 Water Street, Boston 9, Mass. Carrier proposes to operate as a *common carrier* by motor vehicle of *general commodities,* with certain exceptions, over a deviation route as follows: from the southern terminus of the Maine Turnpike at Kittery, Maine, over the said Turnpike and access routes to Portland, Maine, and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over a pertinent service route as follows: from Portland over U.S. Highway 1 to Boston, and return over the same route.

No. M C 108473 (Deviation No. 4), ST. JOHNSBURY TRUCKING COMPANY, INC., 38 Main Street, St. Johnsbury, Vt., filed September 22, 1959. Attorney, Francis E. Barrett, 7 Water Street, Boston 9, Mass. Carrier proposes to operate as a *common carrier,* by motor vehicle of *general commodities,* with certain exceptions, over a deviation route as follows: from the southern terminus of the Maine Turnpike at Kittery, Maine, over the said Turnpike and access routes to its northern terminus at Augusta, Maine, and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over pertinent service routes as follows: from Boston over U.S. Highway 1 via Portsmouth, N.H., and Wells, Biddeford and Portland, Maine, to Brunswick, Maine, thence over U.S. Highway 201 to Skowhegan, Maine, thence over U.S. Highway 2 to Bangor; from Portsmouth, N.H., over U.S. Highway 4 to junction New Hampshire Highway 16, thence over New Hampshire Highway 16 via Dover, N.H., to junction New Hampshire Highway 16A (formerly New Hampshire Highway 16) thence over New Hampshire Highway 16A via Somersworth, N.H., to junction New Hampshire Highway 16, thence over New Hampshire Highway 16 to Rochester, N.H., thence over U.S. Highway 202 to Alfred, Maine, thence over Maine Highway 111 to Biddeford; from Portland, Maine, over Maine Highway 26 (formerly Maine Highway 3) to Gray, Maine, thence over U.S. Highway 202 via Auburn and Augusta, Maine, to Hampden, Maine, thence over U.S. Highway 1 to Bangor, and return over the same routes.

MOTOR CARRIER OF PASSENGERS

No. MC 1501 (Deviation No. 33), THE GREYHOUND CORPORATION, 509 Sixth Avenue North, Minneapolis 5, Minn., filed August 26, 1959. Carrier proposes to operate as a *common carrier,* by motor vehicle of *passengers* over a deviation route as follows: from Des Moines, Iowa over Iowa Highway 123 to junction Interstate Highway 35, thence over Interstate Highway 35 to junction Iowa Highway 90 and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport passengers over a pertinent service route as follows: from Des Moines over U.S. Highway 6 to Dexter, Iowa, and return over the same route.

By the Commission.

[SEAL] HAROLD D. McCOY, *Secretary.*

[F.R. Doc. 59–8419; Filed, Oct. 6, 1959; 8:48 a.m.]

[Notice 201]

MOTOR CARRIER TRANSFER PROCEEDINGS

OCTOBER 2, 1959.

Synopses of orders entered pursuant to section 212(b) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 179), appear below:

As provided in the Commission's general rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 30 days from the date of service of the order. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by petitioners must be specified in their petitions with particularity.

No. MC–FC 62280. By order of September 30, 1959, Division 4, acting as an Appellate Division approved the transfer to P & D Transportation, Inc., Middletown, R.I., of Certificate No. MC 60251 issued November 13, 1952, to Richmond C. Dennis, doing business as P & D Transportation Company, Newport, R.I., authorizing the transportation of: General commodities, excluding household goods, and other specified commodities, between Newport, R.I., and Boston, Mass., and to and from intermediate and off-route points in R.I. and Mass.; meat and packing house products, lumber, building materials, hardware, ship chandlery, plumbing, heating and electrical supplies over irregular routes between Newport, R.I., and Providence, R.I. Joseph A. Kline, attorney for transferee, 185 Devonshire Street, Boston, Mass., and William P. Sheffield, Sr., attorney for transferor, 225 Thames Street, Newport, R.I.

[SEAL] HAROLD D. McCOY, *Secretary.*

[F.R. Doc. 59–8420; Filed, Oct. 6, 1959; 8:48 a.m.]

ROLAND RICE

Application for Approval of Agreement

[Sec. 5a, Application 72]

OCTOBER 2, 1959.

The Commission is in receipt of the above-entitled and numbered application for approval of an agreement under the provisions of section 5a of the Interstate Commerce Act.

Filed September 25, 1959 by: Roland Rice, 618 Perpetual Building, Washington 4, D.C.

Agreement involved: An agreement between and among common carriers by motor vehicle relating to joint initiation and consideration of inter-related rate matters involving rates, exception ratings, divisions, allowances or charges, and rules and regulations pertaining thereto between points in the United States.

The complete application may be inspected at the office of the Commission in Washington, D.C.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 20 days from the date of this notice. As provided by the general rules of practice of the Commission, persons other than applicants should fairly disclose their interest, and the position they intend to take at the hearing with respect to the application. Otherwise the Commission, in its discretion, may proceed to investigate and determine the matters involved in such application without further or formal hearing.

By the Commission, Division 2.

[SEAL] HAROLD D. McCOY, *Secretary.*

[F.R. Doc. 59–8422; Filed, Oct. 6, 1959; 8:48 a.m.]

[Notice 290]

MOTOR CARRIER APPLICATIONS

OCTOBER 2, 1959.

The following applications are governed by the Interstate Commerce Commission's special rules governing notice of filing of applications by motor carriers of property or passengers or brokers under sections 206, 209 and 211 of the Interstate Commerce Act and certain other proceedings with respect thereto.

All hearings will be called at 9:30 o'clock a.m., United States standard time (or 9:30 o'clock a.m., local daylight saving time), unless otherwise specified.

APPLICATIONS ASSIGNED FOR ORAL HEARING OR PRE-HEARING CONFERENCE

MOTOR CARRIERS OF PROPERTY

No. MC 200 (Sub No. 200), filed September 15, 1959. Applicant: RISS & COMPANY, INC., Ninth and Burlington, North Kansas City, Mo. Applicant's attorney: Ivan E. Moody, Ninth and Burlington, North Kansas City, Mo. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Class A and B explosives*, from Bristol, Pa., to Denison, Tex., and Mustang, Okla., and *damaged* or *defective* shipments of said commodities on return. Applicant is authorized to conduct operations in Colorado, Connecticut, the District of Columbia, Illinois, Indiana, Iowa, Kansas, Maryland, Massachusetts, Michigan, Missouri, Nebraska, New Jersey, New York, Ohio, Oklahoma, Pennsylvania, Texas, Virginia and West Virginia.

NOTE: Applicant states it seeks the privilege of interlining at Denison, Tex., with connecting carriers on shipments destined to Houston, Tex.

HEARING: November 9, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Mack Myers.

No. MC 730 (Sub No. 132), filed February 17, 1959. Applicant: PACIFIC INTERMOUNTAIN EXPRESS CO., a Corporation, 1417 Clay Street, Oakland, Calif. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum* and *petroleum products*, in bulk, in tank vehicles, from Gallup, N. Mex., to points in Nevada on and south of U.S. Highway 6. Applicant is authorized to conduct operations in California, Colorado, Arizona, Idaho, Illinois, Kansas, Missouri, Montana, Nevada, Oregon, Utah, Washington, and Wyoming.

HEARING: November 10, 1959, at the Nevada Public Service Commission, Carson City, Nev., before Joint Board No. 411.

No. MC 730 (Sub No. 154), filed August 18, 1959. Applicant: PACIFIC INTERMOUNTAIN EXPRESS CO., a Nevada Corporation, 1417 Clay Street, Oakland, Calif. Authority sought to operate as a *common carrier*, by motor vehicle, over *irregular routes*, transporting: *Liquid caustic soda*, in bulk, in tank vehicles, from points in Colorado to points in Wyoming. Applicant is authorized to conduct operations in California, Colorado, Arizona, Idaho, Illinois, Kansas, Missouri, Montana, Nevada, Oregon, Utah, Washington, and Wyoming.

HEARING: November 17, 1959, at the New Customs House, Denver, Colo., before Examiner Lyle C. Farmer.

No. MC 730 (Sub. No. 156), filed September 17, 1959. Applicant: PACIFIC INTERMOUNTAIN EXPRESS CO., a Corporation, 1417 Clay Street, Oakland, Calif. Authority sought to operate as a *common carrier*, by motor vehicle, transporting: *General commodities*, including *shipper-owned compressed gas trailers loaded with compressed gas* (other than liquefied petroleum gas), or *empty*, and including *Class A and B explosives*, but excluding livestock, household goods as defined by the Commission, articles of unusual value, and commodities in bulk (other than in shipper-owned compressed gas trailers), serving ballistic missiles testing and launching sites and supply points therefor (1) within sixty (60) miles of Denver, Colo., as off-route points in connection with applicant's authorized regular route operations to and from Denver, Colo., and (2) within seventy (70) miles of Cheyenne, Wyo., as off-route points in connection with applicant's authorized regular route operations to and from Cheyenne, Wyo. Applicant is authorized to conduct operations in Arizona, California, Colorado, Idaho, Illinois, Iowa, Kansas, Missouri, Montana, Nebraska, Nevada, New Mexico, Oklahoma, Oregon, Utah, Washington, Wisconsin, and Wyoming.

NOTE: Applicant states it agrees that any duplication of authority specifically with that granted it in MC 730 (Sub No. 124) authorizing service at Ballistic Missile Launching Sites located in Wyoming within twenty-five (25) miles of Cheyenne, Wyo., shall not be construed as authorizing more than a single operating right.

HEARING: November 16, 1959, at the New Customs House, Denver, Colo., before Joint Board No. 198.

No. MC 730 (Sub No. 157), filed September 28, 1959. Applicant: PACIFIC INTERMOUNTAIN EXPRESS CO., a Nevada corporation, 1417 Clay Street, Oakland, Calif. Authority sought to operate as a *common carrier*, by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities*, in collapsible tanks, drums, or bins, or the equivalent thereof, including but not limited to tanks, drums, or bins known as Sealdtanks, Sealdbins, or Nest-a-Bins, over the routes and in the territory, including all termini, intermediate and off-route points authorized to applicant in Certificate No. MC 730 and sub numbers thereunder. Applicant is authorized to conduct operations in California, Colorado, Arizona, Idaho, Illinois, Kansas, Missouri, Montana, Nevada, Oregon, Utah, Washington, and Wyoming.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 1380 (Sub No. 7), filed September 24, 1959. Applicant: COLONIAL MOTOR FREIGHT LINE, INC., East College Drive, High Point, N.C. Applicant's attorney: James E. Wilson, Perpetual Building, Washington, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities* in collapsible tanks or bins or the equivalent thereof including but not limited to tanks or bins known as sealdtanks or sealdbins whether furnished by shipper or shippers or owned or leased by applicant between all points applicant is authorized to transport general commodities, with certain exceptions, as authorized in Certificate No. MC 1380 and sub numbers thereunder. Applicant is authorized to conduct operations in North Carolina, Virginia, Maryland, and the District of Columbia.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 1872 (Sub No. 48), filed August 28, 1959. Applicant: ASHWORTH TRANSFER, INC., 1526 South Sixth West, Salt Lake City, Utah. Authority sought to operate as a *common carrier*, by motor vehicle over irregular routes, transporting: *Ammonium Nitrate* and *nitro carbon nitrate*, between points within 10 miles of Springville, Utah and points in Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, and Wyoming. Applicant is authorized to conduct operations in Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, and Wyoming.

NOTE: Common control may be involved.

HEARING: November 13, 1959, at the Utah Public Service Commission, Salt Lake City, Utah, before Examiner Lyle C. Farmer.

No. MC 2226 (Sub No. 91), filed September 14, 1959. Applicant: RED ARROW FREIGHT LINES, INC., 5307 Broadway, San Antonio 6, Tex. Applicant's attorney: Reagan Sayers, Century Life Building, Fort Worth 2, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Liquid and dry commodities*, in containers, including but not limited to collapsible tanks or bins, such as Sealdtank and Sealdbin containers, in and upon ordinary vehicles, over the routes and within the territory, including all off-route and intermediate points authorized to be served by applicant under Certificate No. MC 2226 and Subs thereunder, covering the transportation of general commodities, with certain exceptions, in the State of Texas.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 2228 (Sub No. 39), filed September 14, 1959. Applicant: MERCHANT'S FAST MOTOR LINES, INC., P.O. Drawer 2321, 633 Walnut Street, Abilene, Tex. Applicant's attorney: Reagan Sayers, Century Life Building, Fort Worth 2, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Liquid and dry commodities*, in containers, including but not limited to collapsible tanks or bins, such as Seald-

tank and Sealdbin containers, in and upon ordinary vehicles, over the routes and within the territory, including all off-route and intermediate points authorized to be served by applicant under Certificate No. MC 2228 and Subs thereunder, covering the transportation of general commodities, with certain exceptions, in the State of Texas.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C. before Examiner James H. Gaffney.

No. MC 2229 (Sub No. 100) (CORRECTION), filed August 19, 1959, published at Page 7662, issue September 23, 1959. Applicant: RED BALL MOTOR FREIGHT, INC., 1210 South Lamar, P.O. Box 3148, Dallas, Tex. Applicant's attorneys: Charles D. Mathews and Thomas E. James, P.O. Box 858, Austin, Tex. Authority sought to operate as a *common carrier,* by motor vehicle, over regular routes, transporting: *General commodities, including Class A and B explosives,* but excluding commodities in bulk, those of unusual value, household goods as defined by the Commission, and commodities requiring special equipment, (1) between El Dorado, Ark., and Lake Village, Ark.: from El Dorado over U.S. Highway 82 to Lake Village, and return over the same route, serving all intermediate points; (2) between Lake Village, Ark., and Eudora, Ark.: from Lake Village over U.S. Highway 65 to Eudora, and return over the same route, serving all intermediate points; (3) between Eudora, Ark., and Parkdale, Ark.: from Eudora over Arkansas Highway 8 to Parkdale, and return over the same route, serving all intermediate points; and (4) between Montrose, Ark., and the Arkansas-Louisiana State line: from Montrose over U.S. Highway 165 to the Arkansas-Louisiana State line, and return over the same route, serving all intermediate points. Applicant is authorized to conduct operations in Arkansas, Colorado, Louisiana, New Mexico, Oklahoma, and Texas.

NOTE: The purpose of this correction is to strike the note in the previous publication, which indicated that the proposed route would be considered an alternate route for service.

HEARING: Remains as assigned, October 28, 1959, at the Arkansas Commerce Commission, Little Rock, Ark., before Joint Board No. 215, or, if the Joint Board waives its right to participate, before Examiner Gerald F. Colfer.

No. MC 2245 (Sub No. 3), filed September 21, 1959. Applicant: THE O. K. TRUCKING COMPANY, a Corporation, 1810 South Street, Cincinnati, Ohio. Applicant's attorney: Jack B. Josselson, Atlas Bank Building, Cincinnati 2, Ohio. Authority sought to operate as a *common carrier,* by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities,* of the kind presently authorized to be transported by applicant, in collapsible tanks or bins, including but not limited to those known as "Sealdtanks" or "Sealdbins", or the equivalent thereof, over all routes and between all points applicant is authorized to serve in Certificate MC 2245, in Kentucky, Indiana, Ohio, and West Virginia.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 2249 (Sub No. 8), filed August 11, 1959. Applicant: SALEM EXPRESS, INC., Fenwick Bridge, Salem, N.J. Aplicant's attorney: Matthew Aaron, 70 North Laurel Street, Bridgeton, N.J. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Glassware* (other than cut), *bottles* (not ampoules) *carboys, demijohns* or *jars,* or *packing glasses,* one gallon or less in capacity, with or without their equipment of caps, covers, stoppers or tops, closures, in packages or on pallets, and *paper* and *paper products,* and *empty containers or other such incidental facilities, rejected* or *damaged shipments,* used in transporting the above-described commodities, between points in Salem County, N.J., and points in Maine, Vermont, New Hampshire, and Massachusetts. Applicant is authorized to conduct operations in Delaware, Maryland, New Jersey, New York, Pennsylvania, and Virginia.

HEARING: November 17, 1959, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner Maurice S. Bush.

No. MC 2253 (Sub No. 19), filed September 24, 1959. Applicant: CAROLINA FREIGHT CARRIERS CORPORATION, Cherryville, N.C. Applicant's attorney: James E. Wilson, Perpetual Building, Washington, D.C. Authority sought to operate as a *common carrier,* by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities* in collapsible tanks or bins or the equivalent thereof including but not limited to tanks or bins known as sealdtanks or sealdbins whether furnished by shipper or shippers or owned or leased by applicant between all points applicant is authorized to transport general commodities, with certain exceptions, as authorized in Certificate No. MC 2253 and sub numbers thereunder. Applicant is authorized to conduct operations in Connecticut, Delaware, the District of Columbia, Florida, Georgia, Maryland, Massachusetts, New York, New Jersey, North Carolina, South Carolina, Pennsylvania, Virginia, and Rhode Island.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 2401 (Sub No. 19), filed September 28, 1959. Applicant: MOTOR FREIGHT CORPORATION, 2345 South 13th Street, Terre Haute, Ind. Applicant's attorney: Walter E. Shaeffer, 44 East Broad Street, Columbus 15, Ohio.

Authority sought to operate as a *common carrier,* by motor vehicle, over regular routes, transporting: *Liquid and dry commodities,* in containers, including but not limited to Sealdtank, Sealdbin, Nest-a-bin and Tote-bin containers, in or upon ordinary vehicles, over the routes and territories, including all termini and all intermediate and off-route points applicant is authorized to serve in Missouri, Indiana, Illinois, and Kentucky.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 3560 (Sub No. 14), filed September 22, 1959. Applicant: GENERAL EXPRESSWAYS, INC., 221 West Roosevelt Road, Chicago, Ill. Applicant's attorney: David Axelrod, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier,* by motor vehicle, over regular and irregular routes, transporting: *Liquid or dry commodities,* in collapsible tanks or bins or the equivalent thereof including, but not limited to, Sealdtanks and Sealdbins, transported in or on standard motor vehicles, from, to and between all points which applicant is authorized to serve in the transportation of general commodities, with certain exceptions, in Minnesota, Wisconsin, Iowa, Illinois, Indana, Michigan, Ohio, Pennsylvania, New York, New Jersey, Delaware, the District of Columbia, Connecticut, Maryland, Massachusetts, and Rhode Island, as authorized in Certificate No. MC 3560 and sub numbers thereunder.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 4804 (Sub No. 9), filed September 28, 1959. Applicant: THE LIBERTY HIGHWAY COMPANY, an Ohio Corporation, 1100 King Avenue, Columbus, Ohio. Applicant's attorney: Taylor C. Burneson, 3510 LeVeque-Lincoln Tower, Columbus 15, Ohio. Authority sought to operate as a *common carrier,* by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities,* in containers of all types, including Sealdtanks, Sealdbins, and other collapsible containers, in or upon ordinary freight-carrying vehicles, from, to, and between all points applicant is authorized to serve in the transportation of general commodities, with certain exceptions, as authorized in Certificate No. MC 4804 and sub numbers thereunder, in the States of Ohio, Michigan, Indiana, and Illinois.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 7523 (Sub No. 8), filed July 20, 1959. Applicant: VENTURA TRANSFER COMPANY, 3440 South Street, Long Beach, Calif. Applicant's attorney: Phil Jacobson, 510 West Sixth Street, Los Angeles 14, Calif. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *General Commodities,* except household goods as defined by the Commission, and dangerous explosives, between Hueneme Harbor, Calif., and points in Orange, Riverside, Imperial and San Diego Counties, Calif. Applicant is authorized to conduct operations in Arizona, California, and Utah.

HEARING: November 17, 1959, at the Federal Building, Los Angeles, Calif., before Joint Board No. 75, or, if the Joint Board waives its right to participate, before Examiner F. Roy Linn.

No. MC 13250 (Sub No. 67), filed September 24, 1959. Applicant: J. H. ROSE

TRUCK LINE, INC., P.O. Box 16037, 3804 Jensen Drive, Houston, Tex. Applicant's attorney: Charles D. Mathews, P.O. Box 858, Brown Building, Austin, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities, including but not limited to both liquid and dry commodities*, in containers, including but not limited to Sealdtanks, Sealdbins, Nest-A-Bins or Tote-Bins, or the equivalent of such containers, in or upon ordinary vehicles, and return of *empty containers* of the type and character described herein to shippers, between points in Arkansas, California, Kansas, Louisiana, New Mexico, Oklahoma, Texas, Arizona, Utah, Wyoming, Montana, Idaho, Colorado, North Dakota, South Dakota, Nebraska, and Nevada. Applicant is authorized to conduct operations in Texas, Louisiana, Arkansas, Oklahoma, Kansas, Nebraska, South Dakota, North Dakota, Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Nevada, and California.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before examiner James H. Gaffney.

No. MC 16344 (Sub No .7), filed September 28, 1959. Applicant: KEYSTONE MOTOR EXPRESS, INC., 2412 Collis Avenue, Huntington, W. Va. Applicant's attorney: Walter E. Shaeffer, 44 East Broad Street, Columbus 15, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Liquid and dry commodities*, in containers, including but not limited to Sealdtanks, Sealdbin, Nest-a-bin and Tote-bin containers, in or upon ordinary vehicles, over the routes and territories, including all termini and all intermediate and off-route points applicant is authorized to serve in West Virginia, Kentucky, Pennsylvania, and Ohio.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 19201 (Sub No. 110), filed September 15, 1959. Applicant: PENNSYLVANIA TRUCK LINES, INC., 110 South Main Street, Pittsburgh, Pa. Applicant's attorney: Robert H. Griswold, Commerce Building, P.O. Box 432, Harrisburg, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities, including commodities in bulk and those requiring special equipment*, but excluding Class A and B explosives and household goods as defined by the Commission, in service auxiliary to, or supplemental of rail service of The Pennsylvania Railroad Company except express and baggage service, (1) between Spring Creek, Pa., and the junction of Pennsylvania Highways 77 and 27 near Garland, Pa., from Spring Creek over Pennsylvania Highway 77 to the junction of Pennsylvania Highway 27, and return over the same route, serving the junction of Pennsylvania Highways 77 and 27 for purpose of joinder only, and serving all intermediate points which are stations on the rail line of the Pennsylvania Railroad Company; (2) between Ludlow, Pa., and Wilcox, Pa., from Ludlow over U.S. Highway 6 to Kane, thence over unnumbered highway to Wilcox, and return over the same route, serving all intermediate points which are stations on the rail line of the Pennsylvania Railroad Company. Applicant is authorized to conduct operations in Indiana, Ohio, Pennsylvania, and West Virginia.

NOTE: Dual operations may be involved.

HEARING: October 28, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Leo W. Riegel.

No. MC 29250 (Sub No. 6), filed August 6, 1959. Applicant: NEW ENGLAND TRANSPORTATION COMPANY, a Massachusetts Corporation, 402 Congress Street, Boston, Mass. Applicant's attorney: Herbert Burstein, 160 Broadway, New York 38, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over regular and irregular routes, transporting: *Cement*, in bulk, in tank or hopper-type vehicles, from, to and between all points applicant is authorized to conduct operations, including all intermediate and off-route points, as authorized in Certificate No. MC 29250. Applicant is authorized to conduct operations in Massachusetts, New York, Connecticut, Rhode Island, and New Jersey.

HEARING: November 9, 1959, at the New Post Office and Court House Building, Boston, Mass., before Examiner Maurice S. Bush.

No. MC 29988 (Sub No. 71) (REPUBLICATION), filed September 14, 1959, published at Page 7663, issue of September 23, 1959. Applicant: DENVER-CHICAGO TRUCKING COMPANY, INC., 45th Avenue at Jackson Street, Denver, Colo. Applicant's attorney: David Axelrod, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, and shipper-owned compressed gas trailers, loaded with compressed gas (other than liquefied petroleum gas), or empty, (1) serving ballistic missiles testing and launching sites and supply points therefor, within a 60-mile radius of Denver, Colo., as off-route points in connection with applicant's regular route operations (a) from Denver, Colo., to Tacoma, Wash., (b) from Seattle, Wash., to Denver, Colo., (c) between Denver, Colo., and Chicago, Ill., (d) between Denver, Colo., and Tucson, Ariz., and (e) between Denver, Colo., and St. Louis, Mo.; and (2) serving intercontinental ballistics missile launching sites located within 70 miles of Cheyenne, Wyo., as off-route points in connection with applicant's regular route operations (a) from Denver, Colo., to Tacoma, Wash., (b) from Seattle, Wash., to Denver, Colo., (c) between Denver, Colo., and Chicago, Ill., and (d) between Junction U.S. Highways 30 and 138 near Big Spring, Nebr., and Cheyenne, Wyo. Applicant is authorized to conduct operations in Wyoming, Pennsylvania, Nebraska, Massachusetts, Iowa, Indiana, Connecticut, Ohio, Oregon, New Jersey, New York, New Mexico, California, Arizona, Kansas, Missouri, Illinois, Idaho, Utah, Washington, and Colorado.

HEARING: Reassigned to November 16, 1959, at the New Customs House, Denver, Colo., before Joint Board No. 198.

No. MC 30837 (Sub No. 262), filed July 7, 1959. Applicant: KENOSHA AUTO TRANSPORT CORPORATION, an Ohio Corporation, 4519 76th Street, Kenosha, Wis. Applicant's attorney: Paul F. Sullivan, 1821 Jefferson Place NW., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Truck and trailer bodies* (unmounted), from Riverside, Calif., to points in Alabama, Arkansas, Colorado, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Mississippi, Missouri, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, and West Virginia. Applicant is authorized to conduct operations throughout the United States.

HEARING: November 12, 1959, at the Federal Building, Los Angeles, Calif., before Examiner F. Roy Linn.

No. MC 30867 (Sub No. 169), filed September 8, 1959. Applicant: CENTRAL FREIGHT LINES, INC., 310 South 12th Street, Waco, Tex. Applicant's attorney: Mert Starnes, 401 Perry-Brooks Building, Austin, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Liquid or dry commodities*, in collapsible tanks or bins, or the equivalent thereof, including but not limited to tanks or bins known as "Sealdtanks" or "Sealdbins", whether furnished by shipper or shippers, or owned or leased by applicant, over the routes and in the territory, including all off-route and intermediate points, authorized to be served by applicant in Certificate No. MC 30867 and sub numbers thereunder, in Texas.

NOTE: Applicant has filed a motion to dismiss the instant application on the ground it is presently authorized as a common carrier of general commodities with usual exceptions, to transport lading tendered to it in containers, regardless of size of container.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 31600 (Sub No. 467), filed July 29, 1959. Applicant: P. B. MUTRIE MOTOR TRANSPORTATION, INC., Calvary Street, Waltham 54, Mass. Applicant's attorney: Wilmer B. Hill, Transportation Building, Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Rum*, in bulk, in tank vehicles, from Boston, Mass., to points in Kentucky. Applicant is authorized to conduct operations in Rhode Island, Massachusetts, New York, Connecticut, Pennsylvania, New Hampshire, Maine, Delaware, New Jersey, Kentucky, Maryland, Virginia, Ohio, Illinois, Indiana, North Carolina, Michigan, West

Virginia, Vermont, South Carolina, and Georgia.

HEARING: November 6, 1959, at the New Post Office and Court House Building, Boston, Mass., before Examiner Maurice S. Bush.

No. MC 35469 (Sub No. 21), filed September 30, 1959. Applicant: MODERN TRANSFER CO., INC., Manover Avenue and Maxwell Street, Allentown, Pa. Applicant's attorney: John S. Fessenden, Suite 618 Perpetual Building, Washington 4, D.C. Authority sought to operate as a *common carrier,* by motor vehicle over regular and irregular routes, transporting: *Liquid and dry commodities,* in containers, including but not limited to "Sealdtank" and "Sealdbin" containers, in or upon ordinary vehicular equipment, between all points, including all intermediate and off-route points, applicant is authorized to transport general commodities as authorized in Certificate No. MC 35469 and sub numbers thereunder. Applicant is authorized to conduct operations in Ohio, Pennsylvania, New York, New Jersey, Maryland, Delaware, and the District of Columbia.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 42487 (Sub No. 409), filed August 3, 1959. Applicant: CONSOLIDATED FREIGHTWAYS, INC., 2116 Northwest Savier Street, Portland, Oreg. Applicant's attorney: Wyman C. Knapp, 740 Roosevelt Building, 727 West Seventh Street, Los Angeles 17, Calif. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Cracking catalyst,* in bulk, from South Gate, Calif., to Ciniza, N. Mex., (approximately 18 miles east of Gallup, N. Mex.). Applicant is authorized to conduct operations in Arizona, California, Colorado, Idaho, Illinois, Indiana, Iowa, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, Wisconsin, and Wyoming.

HEARING: November 18, 1959, at the Federal Building, Los Angeles, Calif., before Joint Board No. 167, or, if the Joint Board waives its right to participate, before Examiner F. Roy Linn.

No. MC 43421 (Sub No. 24), filed September 23, 1959. Applicant: DOHRN TRANSFER COMPANY, a Corporation, Robinson Building, Rock Island, Ill. Applicant's attorney: David Axelrod, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier,* by motor vehicle, over regular and irregular. routes, transporting: *Liquid or dry commodities,* in collapsible tanks or bins or the equivalent thereof including, but not limited to, Sealdtanks and Sealdbins, transported in or on standard motor vehicles, from, to and between all points which applicant is authorized to serve in the transportation of general commodities, with certain exceptions, in Illinois, Indiana, Iowa, Kentucky, Michigan, Missouri, and Ohio as authorized in Certificate No. MC 43421 and sub numbers thereunder.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C. before Examiner James H. Gaffney.

No. MC 44447 (Sub No. 15), filed September 28, 1959. Applicant: SUBURBAN MOTOR FREIGHT, INC., 1100 King Avenue, Columbus, Ohio. Applicant's attorney: Taylor C. Burneson, 3510 LeVeque-Lincoln Tower, Columbus 15, Ohio. Authority sought to operate as a *common carrier,* by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities,* in containers of all types, including Sealdtanks, Sealdbins, and other collapsible containers, in or upon ordinary freight-carrying vehicles, from, to, and between all points applicant is authorized to serve in the transportation of general commodities, with certain specified exceptions, as authorized in Certificate No. MC 44447 and sub numbers thereunder, in the States of Ohio, Michigan, Indiana, Illinois, Kentucky, and West Virginia.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 46054 (Sub No. 73), filed September 8, 1959. Applicant: BROWN EXPRESS, a Corporation, 434 South Main Avenue, San Antonio, Tex. Applicant's attorney: Mert Starnes, 401 Perry-Brooks Building, Austin, Tex. Authority sought to operate as a *common carrier,* by motor vehicle, over regular routes, transporting: *Liquid or dry commodities,* in collapsible tanks or bins, or the equivalent thereof, including but not limited to tanks or bins known as "Sealdtanks" or "Sealdbins," whether furnished by shipper or shippers, or owned or leased by applicant, over the route and in the territory, including all off-route and intermediate points, authorized to be served by applicant in Certificate No. MC 46054, and sub numbers thereunder, in Texas.

NOTE: Applicant has filed a motion to dismiss the instant application on the ground it is presently authorized, as a common carrier of general commodities with usual exceptions, to transport lading tendered to it in containers, regardless of size of container.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 50132 (Sub No. 64), filed June 17, 1959. Applicant: CENTRAL & SOUTHERN TRUCK LINES, INC., 312 West Morris Street, Caseyville, Ill. Applicant's representative: Fred H. Figge, 312 West Morris Street, Caseyville, Ill. Authority sought to operate as a *common or contract carrier,* by motor vehicle, over irregular routes, transporting: *Bananas,* from Mobile, Ala., New Orleans, La., Tampa, Fla., and Charleston, S.C., to points in North Dakota and South Dakota. Applicant is authorized to conduct operations in Alabama, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Mexico, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia, and Wisconsin.

NOTE: A proceeding has been instituted under section 212(c) to determine whether applicant's status is that of a common or contract carrier in No. MC 50132 (Sub No. 38).

HEARING: November 16, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

No. MC 50132 (Sub No. 70), filed August 14, 1959. Applicant: CENTRAL & SOUTHERN TRUCK LINES, INC., 312 West Morris Street, Caseyville, Ill. Authority sought to operate as a *contract carrier,* by motor vehicle, over irregular routes, transporting: *Canned fruits and vegetables,* (1) from Lumberton, N.C., to points in Alabama, Florida, Georgia, Louisiana, Mississippi, and South Carolina; and (2) between Lumberton, N.C., and Haddock, Ga. Applicant is authorized to conduct operations in Illinois, Louisiana, Missouri, Arkansas, Tennessee, Kentucky, North Carolina, South Carolina, Nebraska, Kansas, Mississippi, Alabama, Georgia, Indiana, Virginia, Ohio, Florida, West Virginia, Arizona, New Mexico, California, Iowa, Colorado, Connecticut, Massachusetts, Michigan, Minnesota, Maryland, Oklahoma, Texas, and Wisconsin.

NOTE: A proceeding has been instituted under section 212(c) in No. MC 50132 Sub 38 to determine whether applicant's status is that of a common or contract carrier.

HEARING: November 16, 1959, at the U.S. Court Rooms, Uptown Post Office Building, Raleigh, N.C., before Examiner C. Evans Brooks.

No. MC 51255 (Sub No. 16), filed September 28, 1959. Applicant: HAECKL'S EXPRESS, INC., 2345 South 13th Street, Terre Haute, Ind. Applicant's attorney: Walter E. Shaeffer, 44 East Broad Street, Columbus 15, Ohio. Authority sought to operate as a *common carrier,* by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities,* in containers, including but not limited to Sealdtank, Sealdbin, Nest-a-bin and Tote-bin containers, in or upon ordinary vehicles, over the routes and territories, including all termini and all intermediate and off-route points applicant is authorized to serve in Ohio, Iowa, Kentucky, Nebraska, Indiana, Michigan, and Illinois.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 52629 (Sub. No. 42), filed september 24, 1959. Applicant: HUBER & HUBER MOTOR EXPRESS, INC., 970 South Eighth Street, Louisville 3, Ky. Applicant's attorney: James E. Wilson, Perpetual Building, Washington, D.C. Authority sought to operate as a *common carrier,* by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities* in collapsible tanks or bins or the equivalent thereof including but not limited to tanks or bins known as sealdtanks or sealdbins whether furnished by shipper or shippers or owned or leased by applicant between all points applicant is authorized to transport general commodities, with certain exceptions, as authorized in

Certificate No. MC 52629 and sub numbers thereunder. Applicant is authorized to conduct operations in Georgia, Tennessee, Illinois, Indiana, and Kentucky.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 52657 (Sub No. 569) (REPUBLICATION), filed August 3, 1959, published FEDERAL REGISTER issue of September 23, 1959. Applicant: ARCO AUTO CARRIERS, INC., 7530 South Western Avenue, Chicago 20, Ill. Applicant's attorney: G. W. Stephens, 121 West Doty Street, Madison, Wis. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Trailers*, except those designed to be drawn by passenger automobiles, in initial movements, in truckaway service, from points in Luzerne County, Pa., to points in the United States, including Alasks, but excluding Hawaii, and *rejected, refused or damaged trailers* on return. Applicant is authorized to conduct operations throughout the United States.

HEARING: Remains as assigned November 17, 1959, at the Wolverine Hotel Elizabeth-Block, East of Woodward, Detroit, Mich., before Examiner Francis A. Welch.

No. MC 52657 (Sub No. 570) (REPUBLICATION), filed August 3, 1959, published FEDERAL REGISTER issue of September 23, 1959. Applicant: ARCO AUTO CARRIERS, INC., 7530 South Western Avenue, Chicago 20, Ill. Applicant's attorney: G. W. Stephens, 121 West Doty Street, Madison, Wis. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Containers, cargo containers*, and *cargo container boxes*, from points in Luzerne County, Pa., Wayne, Mich., and points in the Detroit, Mich., Commercial Zone, as defined by the Commission, and Mattoon, Ill., to points in the United States, including Alaska. Applicant is authorized to conduct operations throughout the United States.

HEARING: Remains as assigned November 18, 1959, at the Wolverine Hotel Elizabeth-Block, East of Woodard, Detroit, Mich., before Examiner Francis A. Welch.

No. MC 59856 (Sub No. 15), filed September 18, 1959. Applicant: SALT CREEK FREIGHTWAYS, a Corporation, 403 Industrial Avenue, Casper, Wyo. Applicant's attorney: Alvin J. Meiklejohn, Jr., 526 Denham Building, Denver 2, Colo. Authority sought to operate as a *common carrier*, by motor vehicle, transporting: *General commodities*, except those of unusual value, Class A and B explosives, household goods as defined by the Commission, livestock, commodities in bulk, and those requiring special equipment, serving intercontinental ballistics missile launching sites located in Wyoming within 70 miles of Cheyenne, Wyo., as off-route points in connection with applicant's authorized regular route operations to and from Cheyenne, Wyo. Applicant is authorized to conduct operations in Colorado, Montana, and Wyoming.

NOTE: In Certificate No. MC 59856 (Sub No. 13) applicant is authorized to serve intercontinental ballistics missile launching sites located in Wyoming within 25 miles of Cheyenne, Wyo., as off-route points. Duplication with present authority to be eliminated.

HEARING: November 16, 1959, at the New Customs House, Denver, Colo., before Joint Board No. 197.

No. MC 60388 (Sub No. 44), filed September 8, 1959. Applicant: SUNSET MOTOR LINES, a Corporation, 105 West Washington, San Angelo, Tex. Applicant's attorney: Mert Starnes, 401 Perry-Brooks Building, Austin, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Liquid or dry commodities*, in collapsible tanks or bins, or the equivalent thereof, including but not limited to tanks or bins known as "Sealdtanks" or "Sealdbins", whether furnished by shipper or shippers, or owned or leased by applicant, over the routes and in the territory, including all off-route and intermediate points, authorized to be served by applicant in Certificate No. MC 60388 and sub numbers thereunder, in Texas.

NOTE: Applicant has filed a motion to dismiss the instant application on the ground it is presently authorized, as a common carrier of general commodities with usual exceptions, to transport lading tendered to it in containers, regardless of size of container.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 61264 (Sub No. 9), filed September 28, 1959. Applicant: PILOT FREIGHT CARRIERS, INC., P.O. Box 615, Winston-Salem, N.C. Applicant's attorney: James E. Wilson, Perpetual Building, Washington, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities* in collapsible tanks or bins or the equivalent thereof including but not limited to tanks or bins known as sealdtanks or sealdbins whether furnished by shipper or shippers or owned or leased by applicant, between all points applicant is authorized to transport general commodities, with certain exceptions, as authorized in Certificate No. MC 61264 and sub numbers thereunder. Applicant is authorized to conduct operations in Delaware, the District of Columbia, Georgia, Maryland, New Jersey, Connecticut, Massachusetts, Rhode Island, North Carolina, Pennsylvania, South Carolina, and Virginia.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 64994 (Sub No. 31), filed September 24, 1959. Applicant: HENNIS FREIGHT LINES, INC., P.O. Box 612, Winston-Salem, N.C. Applicant's attorney: James E. Wilson, Perpetual Building, Washington, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities*, in collapsible tanks or bins or the equivalent thereof, including but not limited to tanks or bins known as sealdtanks or sealdbins whether furnished by shipper or shippers or owned or leased by applicant, between all points applicant is authorized to transport general commodities, with certain exceptions, as authorized in Certificate No. MC 64994 and sub numbers thereunder. Applicant is authorized to conduct operations in Illinois, Indiana, Michigan, North Carolina, South Carolina, Virginia, West Virginia, New York, New Jersey, Pennsylvania, Maryland, Ohio, and the District of Columbia.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 70451 (Sub No. 214) (REPUBLICATION), filed September 14, 1959, published at Page 7665, issue of September 23, 1959. Applicant: WATSON BROS. TRANSPORTATION CO., INC., 1910 Harney Street, Omaha, Nebr. Applicant's attorney: David Axelrod, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, fresh fish, household goods as defined by the Commission, commodities in bulk and those requiring special equipment, and shipper-owned compressed gas trailers, loaded with compressed gas (other than liquefied petroleum gas), or empty, (1) serving ballistic missiles testing and launching sites and supply points therefore within a 60-mile radius of Denver, Colo., as off-route points in connection with applicant's regular route operations (a) between Omaha, Nebr., and Denver, Colo., (b) between Denver, Colo., and Bird City, Kans., and (c) between Denver, Colo., and Durango, Colo.; and (2) between junction U.S. Highway 30 and U.S. Highway 138 near Big Springs, Nebr., on the one hand, and, on the other, Greeley, Colo., over a regular route as follows: from junction U.S. Highway 30 and 138 near Big Springs, Nebr., thence over U.S. Highway 30 to Cheyenne, Wyo., thence over U.S. Highway 85 to Greeley, Colo., and return over the same route, serving intercontinental ballistic missile launching sites located within 70 miles of Cheyenne, Wyo. as off-route points in connection with said regular routes, restricted against service at Cheyenne and all intermediate points of above-described route. Applicant is authorized to conduct operations in Arizona, California, Colorado, Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, New Mexico, and Wyoming.

HEARING: Reassigned to November 16, 1959, at the New Customs House, Denver, Colo., before Joint Board No. 198.

No. MC 73464 (Sub No. 85), filed September 24, 1959. Applicant: JACK COLE COMPANY, P.O. Drawer 274, Birmingham, Ala. Applicant's attorney: James E. Wilson, Perpetual Building, Washington, D.C. Authority sought to operate as a *common carrier*, by motor

vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities* in collapsible tanks or bins or the equivalent thereof including but not limited to tanks or bins known as sealdtanks or sealdbins whether furnished by shipper or shippers or owned or leased by applicant between all points applicant is authorized to transport general commodities, with certain exceptions, as authorized in Certificate No. MC 73464 and sub numbers thereunder. Applicant is authorized to conduct operations in Alabama, Georgia, Tennessee, Kentucky, Ohio, Illinois, Indiana, Michigan, Pennsylvania, New York, and New Jersey.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 76032 (Sub No. 135), filed August 24, 1959. Applicant: NAVAJO FREIGHT LINES, INC., 1205 South Platte River Drive, Denver 23, Colo. Applicant's attorney: O. Russell Jones, P.O. Box 1437, Santa Fe, N. Mex. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading, between Barstow, Calif., and Las Vegas, Nev.: from Barstow over U.S. Highway 91 to Las Vegas, and return over the same route, serving no intermediate points, as an alternate route for operating convenience only in connection with applicant's authorized regular route operations. Applicant is authorized to conduct operations in New Mexico, California, Arizona, Texas, Colorado, Illinois, Missouri, Nebraska, Indiana, Oklahoma, Nevada, Kansas, and Iowa.

HEARING: November 9, 1959, at the Nevada Public Service Commission, Carson City, Nev., before Joint Board No. 78.

No. MC 76032 (Sub No. 142), filed September 21, 1959. Applicant: NAVAJO FREIGHT LINES, INC., 1205 South Platte River Drive, Denver 23, Colo. Applicant's attorney: O. Russell Jones, 54½ East San Francisco Street, Southwest Corner Plaza, Santa Fe, N. Mex. Authority sought to operate as a *common carrier*, by motor vehicle, over regular and irregular routes transporting: *Liquid and dry commodities*, in collapsible tanks and bins, including Sealdbins, Sealdtanks, Nest-a-Bins, tote bins, and containers of a similar nature or design, or containers of the same substantial equivalent thereof, whether furnished by the shipper or owned or leased by the carrier, over the regular and irregular routes, between the points, and in the territory, including all intermediate and off-route points, authorized to be served by applicant in Certificate No. MC 76032 and sub numbers thereunder, covering the transportation of general commodities with certain exceptions, in Arizona, California, Colorado, Illinois, Indiana, Iowa, Kansas, Missouri, Nebraska, Nevada, New Mexico, Oklahoma, Texas, and Utah.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 87231 (Sub No. 13), filed August 21, 1959. Applicant: BAY & BAY TRANSFER CO., INC., 315 Ninth Avenue, North, Minneapolis, Minn. Applicant's attorney: Donald A. Morken, 1100 First National-Soo Line Building, Minneapolis, Minn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (A) *Foundry sands, silica sands and derivatives thereof* and *filter gravel*, in bulk, and (B) *foundry supplies*, between points in Minnesota, North Dakota, South Dakota, Iowa, Wisconsin and the Upper Peninsula of Michigan. Applicant is authorized to conduct operations in Minnesota, Iowa, South Dakota, North Dakota, Wisconsin, and Michigan.

HEARING: November 20, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

No. MC 89710 (Sub No. 3), filed July 17, 1959. Applicant: RAYMOND BAHR, 1015 Roosevelt Street, Bemidji, Minn. Applicant's attorney: Clay R. Moore, 1100 First National-Soo Line Building, Minneapolis 2, Minn. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Posts, poles, piling* and *cut lumber*, from Cass Lake, Minn., to points in Minnesota, North Dakota, South Dakota, Iowa, Wisconsin and Nebraska, and *rejected shipments*, on return. Applicant is authorized to conduct operations in Minnesota and North Dakota.

HEARING: November 16, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

No. MC 98874 (Sub No. 2), filed August 7, 1959. Applicant: EDWARD T. MOLITOR, doing business as STANDARD TRUCK LINE, 3570 Sixth Avenue, San Diego, Calif. Applicant's representative: T. A. L. Loretz, 108 West Sixth Street, Suite 205, Los Angeles 14, Calif. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between San Diego, Calif., and Air Carrier Terminals (only), Los Angeles, Calif., from San Diego over U.S. Highway 101 and Alternate U.S. Highway 101 to Air Carrier Terminals (only) in Los Angeles, and return over the same route, serving the intermediate and off-route points of Carlsbad, Encinitas, Oceanside, and San Clemente, Calif. Applicant is authorized to conduct operations in California.

NOTE: Applicant conducts operations under the Second Proviso of section 206(a)(1) of the Interstate Commerce Commission. Duplication with present authority to be eliminated.

HEARING: November 19, 1959, at the Federal Building, Los Angeles, Calif., before Joint Board No. 75, or, if the Joint Board waives its right to participate, before Examiner F. Roy Linn.

No. MC 103051 (Sub No. 83), filed July 31, 1959. Applicant: WALKER HAULING CO., INC., 624 Penn Avenue NE., Atlanta 8, Ga. Applicant's attorney: R. J. Reynolds, Jr., 1403 C & S National Bank Building, Atlanta 3, Ga. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, in bulk, in tank vehicles, from points in Montgomery County, Ala., to points in Bay, Holmes, Jackson and Walton Counties, Fla. Applicant is authorized to conduct operations in Alabama, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Ohio, South Carolina, Tennessee, Texas, and Virginia.

HEARING: October 29, 1959, at the U.S. Court Rooms, Montgomery, Ala., before Joint Board No. 98, or, if the Joint Board waives its right to participate, before Examiner Leo M. Pellerzi.

No. MC 103654 (Sub No. 50), filed July 2, 1959. Applicant: SCHIRMER TRANSPORTATION COMPANY, INCORPORATED, 649 Pelham Boulevard, St. Paul, Minn. Applicant's attorney: Donald A. Morken, 1100 First National-Soo Line Building, Minneapolis, Minn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Feed and feed ingredients*, in bulk, and in bags, from New Richmond, Wis., and points in Minnesota, to points in North Dakota, South Dakota, Nebraska, Minnesota, Iowa, Wisconsin, Illinois, and the Upper Peninsula of Michigan and *rejected shipments*, on return. Applicant is authorized to conduct operations in Illinois, Indiana, Michigan, Minnesota, North Dakota and Wisconsin.

HEARING: November 9, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

No. MC 103654 (Sub No. 51), filed July 2, 1959. Applicant: SCHIRMER TRANSPORTATION COMPANY, INCORPORATED, 649 Pelham Boulevard, St. Paul, Minn. Applicant's attorney: Donald A. Morken, 1100 First National-Soo Line Building, Minneapolis, Minn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Fertilizer and fertilizer ingredients*, in bulk, from points in Minnesota to points in Wisconsin, Iowa, North Dakota and South Dakota, and *rejected shipments* on return. Applicant is authorized to conduct operations in Illinois, Indiana, Michigan, Minnesota, North Dakota, and Wisconsin.

HEARING: November 9, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

No. MC 104004 (Sub No. 145), filed September 9, 1959. Applicant: ASSOCIATED TRANSPORT, INC., 380 Madison Avenue, New York, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle transporting: *General commodities*, except those of unusual value, Class A and B explosives, household goods as defined by the Commission, serving the Plant site of Gates

Rubber Company located near the intersection of Two Mile Pike and Gallatin Pike (part of U.S. Highway 31E) approximately 7½ miles north of the city limits of Nashville, Tenn., as an off-route point in connection with applicant's authorized regular route operations. Applicant is authorized to conduct operations in Connecticut, Delaware, Georgia, Maryland, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, Massachusetts, Rhode Island, and the District of Columbia.

HEARING: October 14, 1959, at the Federal Office Building, Nashville, Tenn., before Joint Board No. 107, or, if the Joint Board waives its right to participate, before Examiner Richard H. Roberts.

No. MC 106049 (Sub No. 32), filed August 3, 1959. Applicant: ATLANTA-NEW ORLEANS MOTOR FREIGHT CO., a Corporation, 260 University Avenue SW., Box 1222, Atlanta, Ga. Applicant's attorney: Paul M. Daniell, 214–217 Grant Building, Atlanta 3, Ga. Authority sought to operate as a *common carrier,* by motor vehicle, over a regular route, transporting: *General commodities,* except those of unusual value, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between junction U.S. Highways 31 and 80, near Montgomery, Ala., and Atmore, Ala., from junction U.S. Highways 31 and 80 near Montgomery, Ala., over U.S. Highway 80 to junction Alabama Highway 21, thence over Alabama Highway 21 to Atmore, and return over the same route, serving all intermediate points. Applicant is atuhorized to conduct regular route operations in Alabama, Florida, Georgia, and Louisiana, and irregular route operations in Florida.

HEARING: October 30, 1959, at the U.S. Court Rooms, Montgomery, Ala., before Joint Board No. 100, or, if the Joint Board waives its right to participate, before Examiner Leo M. Pellerzi.

No. MC 107107 (Sub No. 123), filed September 8, 1959. Applicant: ALTER-MAN TRANSPORT LINES, INC., P.O. Box 65, Allapattah Station, Miami 42, Fla. Applicant's attorney: Frank B. Hand, Jr., 522 Transportation Building, Washington 6, D.C. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: (1) *Meats, meat products,* and *meat by-products,* and (2) *articles distributed by meat packing houses,* as defined by the Commission, from Saint Cloud, Minn., to points in Florida. Applicant is authorized to conduct operations in Alabama, Arkansas, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia.

HEARING: November 12, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

No. MC 107322 (Sub No. 83), filed September 24, 1959. Applicant: BELL TRANSPORTATION COMPANY, a Corporation, 1406 Hayes Street, P.O. Box 8598, Houston, Tex. Applicant's attorney: Charles D. Mathews, Brown Building, Austin, Tex. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Commodities* of all kinds, including but not limited to both liquid and dry commodities, in containers, including but not limited to Sealdtanks, Sealdbins, Nest-A-Bins or Tote-bins, or the equivalent thereof, in or upon ordinary vehicles, between points in Kansas, Oklahoma, Texas, Arkansas, Louisiana, Mississippi, Tennessee, Alabama, North Carolina, Georgia, Florida, Kentucky, South Carolina, Virginia, West Virginia, Ohio, Pennsylvania, and New York, traversing Maryland and the District of Columbia for operating convenience only, and *empty containers* of the type and character described herein, on return to shippers.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 107839 (Sub No. 30), filed September 14, 1959. Applicant: DENVER-ALBUQUERQUE MOTOR TRANSPORT, INC., 4716 Humboldt Street, Denver 5, Colo. Applicant's attorney: Marion F. Jones, 526 Denham Building, Denver 2, Colo. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: (1) *Bananas, hemp, jute, and their products; sisal products* and *wire,* from the Gulf of Mexico ports, including Houston, in Texas, Louisiana, Alabama, Mississippi, and Florida to points in Colorado, New Mexico, Texas, Wyoming and Nebraska. (2) *Meat, meat products, meat by-products, dairy products,* and *articles distributed by meat packing houses,* and *frozen foods,* between Denver, Colorado Springs and Pueblo, Colo., on the one hand, and, on the other, points in Florida, Georgia, Arkansas, Tennessee and Texas. (3) *Frozen citrus products* and *frozen seafood,* from points in Florida to Scottsbluff, Nebr., and points in Wyoming. (4) *Candy,* from Chattanooga, Tenn., to Denver, Colorado Springs and Pueblo, Colo. (5) *Bakery goods* in refrigerated equipment, from Denison, Tex., to Denver, Colorado Springs and Pueblo, Colo. Applicant is authorized to conduct regular route operations in Colorado, New Mexico and Texas, and irregular route operations in Colorado, Florida, Louisiana, New Mexico, Oklahoma, and Texas.

NOTE: Duplications to be eliminated.

HEARING: November 18, 1959, at the New Custom House, Denver, Colo., before Examiner Lyle C. Farmer.

No. MC 109564 (Sub. No. 6), filed September 28, 1959. Applicant: LYONS TRANSPORTATION CO. a Corporation, 1401 Parade Street, Erie, Pa. Applicant's attorney: Walter E. Shaeffer, 44 East Broad Street, Columbus 15, Ohio. Authority sought to operate as a *common carrier,* by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities,* in containers, including but not limited to Sealdtank, Sealdbin, Nest-a-bin and Tote-bin containers, in or upon ordinary vehicles, over the routes and territories, including all termini and all intermediate and off-route points applicant is authorized to serve in Pennsylvania, New York and Ohio.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 109584 (Sub No. 69), filed July 1, 1959. Applicant: ARIZONA-PACIFIC TANK LINES, a Corporation, 717 North 21st Avenue, Phoenix, Ariz. Applicant's attorney: R. Y. Schureman, 639 South Spring Street, Los Angeles 14, Calif. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Glycerine,* in bulk, in tank vehicles, from points in the Los Angeles Harbor, Calif., Commercial Zone, to points in Washington, including the Port of Entry on the boundary between the United States and Canada at or near Blaine, Wash., and *rejected and contaminated shipments* of glycerine, on return. Applicant is authorized to conduct operations in Utah, California, Colorado, Idaho, Oregon, Washington, Nevada, Arizona, Texas and New Mexico.

HEARING: November 17, 1959, at the Federal Building, Los Angeles, Calif., before Joint Board No. 5, or, if the Joint Board waives its right to participate, before Examiner F. Roy Linn.

No. MC 109584 (Sub No. 70), filed July 23, 1959. Applicant: ARIZONA-PACIFIC TANK LINES, 717 North 21st Avenue, Phoenix, Ariz. Applicant's attorney: R. Y. Schureman, 639 South Spring Street, Los Angeles 14, Calif. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Tall oil,* in bulk, in tank vehicles, from Missoula, Mont., and points within 10 miles thereof, to points in California, and *rejected* and *contaminated shipments,* on return. Applicant is authorized to conduct operations in Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Texas, Utah, and Washington.

HEARING: November 19, 1959, at the Federal Building, Los Angeles, Calif., before Examiner F. Roy Linn.

No. MC 109689 (Sub No. 92), filed June 15, 1959. Applicant: W. S. HATCH CO., a Corporation, 643 South 800 West, Woods Cross, Utah. Applicant's attorney: Mark K. Boyle, 345 South State Street, Salt Lake City 1, Utah. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Acids* and *chemicals,* both liquid and dry, in bulk, from points in Idaho, to points in Utah, Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, Oregon, South Dakota, Washington and Wyoming, and *rejected or contaminated* shipments of the above-

described commodities, on return. Applicant is authorized to conduct operations in Utah, Nevada, Idaho, Oregon, Colorado, Montana, Wyoming, Arizona, California, New Mexico, and Washington.

HEARING: November 9, 1959, at the Utah Public Service Commission, Salt Lake City, Utah, before Examiner Lyle C. Farmer.

No. MC 110388 (Sub No. 17), filed September 16, 1959. Applicant: UNION PACIFIC MOTOR FREIGHT COMPANY, a Corporation, 1416 Dodge Street, Omaha 2, Nebr. Applicant's attorney: John J. Burchell (same address as applicant). Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *General commodities,* except commodities of unusual value and household goods as defined by the Commission, between Denver, Colo., and Titan Missile Base Sites located within 50 miles of Denver, Colo., restricted to traffic having a prior or subsequent movement by rail. Applicant is authorized to conduct operations in Wyoming, Idaho, Utah, Missouri, Colorado, Iowa, Oregon, Nevada, Washington, and California.

NOTE: Applicant states the authority sought is for the purpose of serving Titan Missile Base Sites 1–A, 1–B, 1–C, 2–A, 2–B and 2–C located near Denver, Colo.

HEARING: November 16, 1959, at the New Customs House, Denver, Colo., before Joint Board No. 126.

No. MC 110420 (Sub No. 239), filed September 23, 1959. Applicant: QUALITY CARRIERS, INC., Calumet Street, Burlington, Wis. Applicant's attorney: David Axelrod, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier,* by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities,* in collapsible or rigid tanks or bins, or the equivalent thereof, including, but not limited to, Sealdtanks and Sealdbins, from, to and between all points applicant is authorized to serve in the transportation of said specified liquid and dry commodities in Wisconsin, Illinois, Iowa, Minnesota, Indiana, Michigan, Alabama, Florida, Kansas, Louisiana, Missouri, Mississippi, Massachusetts, New York, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, Arkansas, Kentucky, South Dakota, Nebraska, Virginia, West Virginia, Maryland, Georgia, Colorado, and North Dakota, as authorized in Certificate No. MC 110420 and sub numbers thereunder.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 110686 (Sub No. 13), filed September 14, 1959. Applicant: McCORMICK DRAY LINE, INC., Avis, Pa. Applicant's attorney: Robert H. Shertz, 811–819 Lewis Tower Building, 225 South 15th Street, Philadelphia 2, Pa. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Boilers* and *component parts thereof,* from Williamsport, Pa., to points in Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maine, Michigan, Mississippi, New Hampshire, North Carolina, South Carolina, Tennessee, Vermont, and Wisconsin, and *damaged* or *rejected shipments* of the above-specified commodities from the above-specified destination States to Williamsport, Pa. Applicant is authorized to conduct operations throughout the United States.

HEARING: November 9, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Lucian A. Jackson.

No. MC 111138 (Sub No. 18) (REPUBLICATION), filed September 15, 1959, published issue FEDERAL REGISTER September 23, 1959. Applicant: COLONIAL AND PACIFIC FRIGIDWAYS, INC., Box 2169, Birmingham, Ala. Applicant's attorney: William J. Boyd, 30 North La Salle Street, Chicago 2, Ill. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Meats, packing-house products* and *commodities used by packing-houses* as described in Appendix 1, Items A, B, C and D, of the report in *Descriptions in Motor Carrier Certificates,* 61 M.C.C. 209 and 766, (1) from St. Paul and South St. Paul, Minn., Omaha and South Omaha, Nebr., and Sioux City, Iowa to points in California, Fort Lewis and Tacoma, Wash., Portland, Oreg., and Phoenix, Ariz., (2) from Madison, Wis., Davenport and Waterloo, Iowa, to points in California, Fort Lewis and Tacoma, Wash., Portland, Oreg., Phoenix, Ariz., and Salt Lake City, Utah, and *rejected and damaged shipments,* and *empty containers or other such incidental facilities, hooks, racks,* and *property of the shipper* used in transporting the above commodities, listed in items (1) and (2) above, on return. Applicant is authorized to conduct operations in Illinois, Iowa, Wisconsin, California, Washington, Tennessee, Oregon, Alabama, Nebraska, Minnesota, Indiana, Missouri, Arizona, Kansas, Idaho, Utah, and Arkansas.

HEARING: Remains as assigned November 16, 1959, at the New Customs House, Denver, Colo., before Examiner Harold W. Angle.

No. MC 111196 (Sub No. 15), filed September 21, 1959. Applicant: R. KUNTZMAN, INC., 1805 West State Street, Alliance, Ohio. Applicant's attorney: Herbert Baker, 50 West Broad Street, Columbus 15, Ohio. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Fertilizer* and *fertilizer materials,* from Baltimore, Md. and points within five miles thereof, to points in Ohio, and *empty containers or other such incidental facilities* used in transporting the above specified commodities, on return. Applicant is authorized to conduct operations in Indiana, Maryland, Michigan, New Jersey, New York, Ohio, Pennsylvania, and West Virginia.

NOTE: Duplication of authority to be eliminated.

HEARING: November 6, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Allen W. Hagerty.

No. MC 111434 (Sub No. 21), filed September 8, 1959. Applicant: DON WARD INC., 730 Equitable Building, Denver 2, Colo. Applicant's attorney: Peter J. Crouse, Equitable Building, Denver 2, Colo. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Acids,* in bulk, in tank vehicles, from points in New Mexico to points in Grand and San Juan Counties, Utah, and *rejected shipments* on return movements. Applicant is authorized to conduct operations in Colorado, New Mexico, and Utah.

NOTE: Applicant is under common control with Boyd E. Richner, Inc., MC 112173 and Subs thereunder; therefore common control may be involved.

HEARING: November 16, 1959, at the New Customs House, Denver, Colo., before Examiner Lyle C. Farmer.

No. MC 112909 (Sub No. 4), filed August 6, 1959. Applicant: ALBERT LORENZO, INC., West Mountain Road, Sparta, N.J. Applicant's representative: James J. Farrell, 201 Montague Place, South Orange, N.J. Authority sought to operate as a *contract carrier,* by motor vehicle, over irregular routes, transporting: *Concrete silos* and *materials* and *supplies* used in the erection of silos, from Netcong, N.J., to points in Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont. Applicant is authorized to conduct similar operations from Netcong to points in New York, Pennsylvania, Delaware, Maryland, and Connecticut.

HEARING: November 16, 1959, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner Maurice S. Bush.

No. MC 113255 (Sub No. 17), filed August 10, 1959. Applicant: MILK TRANSPORT, INC., P.O. Box 398, New Brighton, Minn. Applicant's attorney: Donald A. Morken, 1100 First National-Soo Line Building, Minneapolis 2, Minn. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Watermelon juice and pulp,* in bulk, in tank vehicles, from points in Texas, Georgia, Florida and California to points in the United States, including Alaska, and *rejected shipments* of the above-specified commodities on return. Applicant is authorized to conduct operations in Arkansas, Colorado, Florida, Illinois, Louisiana, Massachusetts, Minnesota, Missouri, Nebraska, New Jersey, New Mexico, New York, Ohio, Oklahoma, Pennsylvania, and Texas.

HEARING: November 19, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

No. MC 113255 (Sub No. 18), filed August 10, 1959. Applicant: MILK TRANSPORT, INC., P.O. Box 398, New Brighton, Minn. Applicant's attorney: Donald A. Morken, 1100 First National-Soo Line Building, Minneapolis 2, Minn. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Liquid wax,* in bulk, in tank vehicles, from Marcus Hook, Pa., to points in Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, and Wisconsin, and *rejected shipments* of the above-specified commodity on return. Applicant is authorized to conduct operations in Arkansas,

Colorado, Florida, Illinois, Louisiana, Massachusetts, Minnesota, Missouri, Nebraska, New Jersey, New Mexico, New York, Ohio, Oklahoma, Pennsylvania, and Texas.

HEARING: November 19, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

No. MC 114015 (Sub No. 13) (CORRECTION), filed September 2, 1959, published issue of the FEDERAL REGISTER September 23, 1959. Applicant: HUSS, INCORPORATED, Chase City, Va. Applicant's attorney: Jno. C. Goddin, State-Planters Bank Building, Richmond 19, Va. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Materials* and *supplies* used in the manufacture and transportation of pallets, shooks and excelsior which at the time of shipment are intended for use in the manufacture and shipment of pallets, shooks and excelsior, from Pittsburgh and Philadelphia, Pa., New York, N.Y., Beverly and Newark, N.J., Baltimore, Md., and the Commercial Zone of each, to Chase City and Keysville, Va., and *refused and damaged shipments* of the commodities specified in this application on return. Applicant is authorized to conduct operations in Indiana, Maryland, New Jersey, New York, Pennsylvania, Virginia, West Virginia, and the District of Columbia.

NOTE: Applicant states the above-described operations are to be performed under continuing contracts with Jeffreys-Spaulding Manufacturing Company, Inc., and Chase City Excelsior Company, Inc., and the Spaulding Manufacturing Co., Inc. The purpose of this republication is to add Spaulding Manufacturing Co., Inc., as a shipper for whom the proposed transportation will also be performed.

HEARING: Remains as assigned October 29, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Leo A. Riegel.

No. MC 114789 (Sub No. 2), filed September 14, 1959. Applicant: NATIONWIDE CARRIERS, INC., 721 Second Street SE., Minneapolis, Minn. Applicant's attorney: William S. Rosen, Builders Exchange, Minneapolis 2, Minn. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Dairy products*, as described in Section B of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209, *dried milk products*, and *animal and poultry feed*, from points in Minnesota to points in Arkansas, Missouri, Oklahoma, Tennessee, Texas, Louisiana, Iowa, Kansas, Kentucky, and Illinois, and *empty containers or other such incidental facilities* (not specified) used in transporting the above-specified commodities on return.

HEARING: November 12, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

No. MC 115093 (Sub No. 1), filed September 24, 1959. Applicant: MERCURY MOTOR EXPRESS, INC., P.O. Box 3391, Tampa, Fla. Applicant's attorney: James E. Wilson, Perpetual Building, Washington, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over regular and irregular routes, transporting: *Liquid and dry commodities*, in collapsible tanks or bins or the equivalent thereof including but not limited to tanks or bins known as sealdtanks or sealdbins whether furnished by shipper or shippers or owned or leased by applicant, between points in North Carolina, Tennessee, Virginia, West Virginia, Pennsylvania, Maryland, Delaware, New Jersey, Rhode Island, Connecticut, Massachusetts, the District of Columbia and those in New York on and south of New York Highway 7, on the one hand, and, on the other, points in Florida, Georgia, and South Carolina.

HEARING: October 26, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James H. Gaffney.

No. MC 116686 (Sub No. 1), filed August 10, 1959. Applicant: BROWN BROS. DELIVERY SERVICE, INC., 350 Hicksville Road, Rockville Centre, N.Y. Applicant's attorney: Arthur J. Piken, 160-16 Jamaica Avenue, Jamaica 32, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *New furniture*, and *returned, rejected* and *refused shipments*, of new furniture, between points on Long Island, N.Y., on the one hand, and, on the other, points in New Jersey. Applicant is authorized to conduct operations in New Jersey and New York.

HEARING: November 18, 1959, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner Maurice S. Bush.

No. MC 117445 (Sub No. 2), filed April 9, 1959. Applicant: WILLIAMS GRAIN & PRODUCE CO., a Corporation, P.O. Box 163, Ogden, Utah. Applicant's attorney: Bartly G. McDonough, 10 Executive Building, 455 East Fourth South, Salt Lake City 11, Utah. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Salt*, in bags and in bulk, from Saline, Utah, to points in Colorado, Idaho, Montana, and Wyoming, and *empty containers or other such incidental facilities* used in transporting salt, on return.

HEARING: November 6, 1959, at the Utah Public Service Commission, Salt Lake City, Utah, before Examiner Lyle C. Farmer.

No. MC 117699 (Sub No. 1), filed February 9, 1959. Applicant: STREEPER W. WOOD, doing business as STREEPER W. WOOD TRUCKING CO., 680 West Fifth South, Woods Cross, Utah. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, from points in California to Salt Lake City, Utah, and *exempt commodities* on return.

HEARING: November 5, 1959, at the Utah Public Service Commission, Salt Lake City, Utah, before Examiner Lyle C. Farmer.

No. MC 117803 (Sub No. 2), filed August 27, 1959. Applicant: RAY E. LABERTEW, 2931 Withers, Pueblo, Colo. Applicant's attorney: Alvin J. Meiklejohn, Jr., 526 Denham Building, Denver 2, Colo. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas* from Mobile, Ala., to Colorado Springs, Pueblo, and Denver, Colo. Applicant is authorized to conduct operations in Colorado and Louisiana.

HEARING: November 17, 1959, at the New Customs House, Denver, Colo., before Examiner Lyle C. Farmer.

No. MC 118626 (Sub No. 1), filed July 22, 1959. Applicant: DARYL PERKINS, doing business as PERKINS MOTOR TRANSPORT, Rural Route No. 1, Mankato, Minn. Applicant's attorney: Leonard E. Lindquist, Midland Bank Building, Minneapolis 1, Minn. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular route, transporting: *Lumber* and *lumber millwork products*, from points in Kentucky, Tennessee, Arkansas, Mississippi, Louisiana and Alabama to points in North Dakota, South Dakota, Iowa, Wisconsin, Minnesota, and Nebraska.

NOTE: Applicant states that on return trips *eggs* will be transported from the farming territory of southern Minnesota.

HEARING: November 17, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

No. MC 119045, filed July 7, 1959. Applicant: ABBOTT AIR FREIGHT CO., INC., 749 Boston Post Road, Milford, Conn. Applicant's representative: Bert Collins, 140 Cedar Street, New York 6, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities*, except Class A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between Newark Airport, N.J. and La Guardia and Idlewild Airports, N.Y., on the one hand, and, on the other, points in Connecticut, restricted to transportation having an immediately prior or immediately subsequent movement by air, moving on a through air bill of lading of an air freight forwarder.

NOTE: Applicant has filed simultaneously with this application a Petition to Dismiss the said application on the ground that the authority sought is not required, based upon a finding that the transportation is exempt under section 203(b)(7a).

HEARING: November 12, 1959, at the U.S. Court Rooms, Hartford, Conn., before Examiner Maurice S. Bush.

No. MC 119057, filed July 13, 1959. Applicant: CO-ORD, INC., 427 W. National Avenue, P.O. Box 1416, Milwaukee, Wis. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Canned fruits, canned vegetables, canned fruit juices, canned vegetable juices, butter, peanut butter, canned and packaged meats* and *canned and packaged meat products*, in full or less than truckload lots, and *exempt commodities*, from points in Wisconsin to points in Iowa, Minnesota, Illinois, Indiana, Kentucky, Tennessee, and Missouri, and *exempt commodities, empty containers or other such inci-*

dental facilities used in transporting the above-described commodities, and *containers and packaging material* used by canning and packaging companies, on return; and *butter*, from points in Iowa and Minnesota to points in Wisconsin, Illinois, Indiana, Kentucky, Tennessee, and Missouri, and *empty containers or other such incidental facilities* used in transporting butter, and exempt commodities, on return.

HEARING: November 6, 1959, at the Hotel Schroeder, Milwaukee, Wis., before Examiner Donald R. Sutherland.

No. MC 119067 (Sub No. 1). Filed August 13, 1959. Applicant: BURG TRUCKING CORP., 835 Washington Street, New York 14, N.Y. Applicant's attorney: August W. Heckman, 880 Bergen Avenue, Jersey City 6, N.J. Authority sought to operate as a *common carrier*, by motor vehicle, over *irregular routes*, transporting: *Meats, meat products* and *meat by-products* as defined by the Commission in Section A of Appendix 1 to the report in Ex Parte MC 45, Description in Motor Carrier Certificate, 61 M.C.C. 209, except in bulk, in tank vehicles, from Jersey City, N.J., to points in Ocean and Monmouth Counties, N.J. Applicant is authorized to conduct contract carrier operations in New York, New Jersey, Connecticut, Pennsylvania, and Maryland under MC 46008 and Subs thereunder.

NOTE: A proceeding has been instituted under section 212(c) of the Interstate Commerce Act to determine whether applicant's status is that of a common or contract carrier in No. MC 46005 (Sub No. 9). Dual operations may be involved.

HEARING: November 17, 1959, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner Maurice S. Bush.

No. MC 119075, filed July 20, 1959. Applicant: ELLIS TRANSPORTATION CO., 45-561 Oasis Street, Indio, Calif. Applicant's attorney: Phil Jacobson, 510 West Sixth Street, Suite 723, Los Angeles 14, Calif. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Cement*, and *empty containers or other such incidential facilities*, used in transporting cement, between the plant site of the Permanente Cement Co., at Cushenbury, San Bernardino County, Calif., and points in Clark, Lincoln, and Nye Counties, Nev., and those in Yuma County, Ariz.

HEARING: November 18, 1959, at the Federal Building, Los Angeles, Calif., before Joint Board No. 166, or, if the Joint Board waives its right to participate, before Examiner F. Roy Linn.

No. MC 119078, filed July 20, 1959. Applicant: H. O. POTTER AND B. A. McOSKER, doing business as GREAT WESTERN VAN LINES, 235 Echo Street, Anaheim, Calif. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Used household goods*, as defined by the Commission, between points in Arizona, California, New Mexico, and Texas.

HEARING: November 13, 1959, at the Federal Building, Los Angeles, Calif., before Examiner F. Roy Linn.

No. 196——7

No. MC 119084, filed July 22, 1959. Applicant: ROBERT E. FAWCETT, doing business as R. E. FAWCETT CO., 19014 Alisal Street, Covina, Calif. Applicant's attorney: Donald Murchison, 211 South Beverly Drive, Beverly Hills, Calif. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Water heaters, gas furnaces*, and *air conditioning equipment*, between Burbank and Pasadena, Calif., on the one hand, and, on the other, points in Washington, Oregon, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, Colorado, New Mexico, Nebraska, Kansas, Oklahoma, Texas, Iowa, Missouri, Michigan, Arkansas, Louisiana, Tennessee, Mississippi, Alabama, Georgia, and Florida.

HEARING: November 16, 1959, at the Federal Building, Los Angeles, Calif., before Examiner F. Roy Linn.

No. MC 119099, filed July 27, 1959. Applicant: HAROLD E. BJORKLUND, Route 1, Buffalo, Minn. Applicant's representative: A. R. Fowler, 2288 University Avenue, St. Paul 14, Minn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Iron and steel buildings* and *equipment and materials*, incidental to the erection and completion of such buildings, from Terre Haute, Ind., to points in Benton, Cass, Crow Wing, Douglas, Grant, Hubbard, Kandiyohi, Meeker, Mille Lacs, Morrison, Pope, Sherburne, Stearns, Stevens, Todd, Wadena, and Wright Counties, Minn.

HEARING: November 18, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

No. MC 119125, filed August 4, 1959. Applicant: F. V. A. TRUCKING, INC., 16 Norton Street, Freeport, Long Island, N.Y. Applicant's representative: Bert Collins, 140 Cedar Street, New York 6, N.Y. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Preserves* and *jellies*, in containers, from New York, N.Y., to points in Bergen, Passaic, Hudson, Essex, Union, Morris, Somerset, Middlesex, Monmouth, and Mercer Counties, N.J., and *empty containers or other such incidental facilities* (not specified) used in transporting the above-specified commodities on return. Applicant states the service proposed is for the Louis Sherry Preserves, Inc. and its affiliates.

HEARING: November 16, 1959, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner Maurice S. Bush.

No. MC 119134, filed August 6, 1959. Applicant: PERCY EDWARDS, Sleepy Hollow Country Club, Scarborough, N.Y. Applicant's attorney: Lois B. Fairclough, 66 Court Street, Brooklyn, N.Y. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Horses* (other than ordinary livestock) and *equipment* and *paraphernalia* incidental to the care and display of such animals, between Scarborough, N.Y., on the one hand, and, on the other, points in New York, New Jersey, and Connecticut.

HEARING: November 19, 1959, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner Maurice S. Bush.

No. MC 119178, filed August 26, 1959. Applicant: McHASCO ELECTRIC, INC., M-111 New York Building, St. Paul 1, Minn. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Telephone poles*, from Saint Louis Park, Minn. to points in Iowa, North Dakota, South Dakota, and Wisconsin.

HEARING: November 20, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

No. MC-120280, STATE MOTOR LINES, INC., P.O. Box 445, Hildebran, N.C. Applicant's attorney Wm. M. York, 201 Jefferson Building, Greensboro, N.C. Assigned for hearing to determine whether the motor vehicle operations of State Motor Lines, Inc. are and will be managed and operated in a common interest, management and control with those of Sharpe Motor Lines, Inc., a multiple-State carrier under Certificate No. MC-111548, and the eligibility of the said State Motor Lines, Inc. to engage in operations in interstate or foreign commerce within the State of North Carolina under the second proviso of section 206(a)(1) of the Interstate Commerce Act.

HEARING: November 10, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Richard H. Roberts.

MOTOR CARRIERS OF PASSENGERS

No. MC 3647 (Sub No. 269), filed September 16, 1959. Applicant: PUBLIC SERVICE COORDINATED TRANSPORT, 180 Boyden Avenue, Maplewood, N.J. Applicant's attorney: Richard Fryling, 180 Boyden Avenue, Maplewood, N.J. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage*, and *express* and *newspapers* in the same vehicle with passengers, between River Edge, N.J., and Hackensack, N.J., (1) from junction Kinderkamack Road and Main Street, River Edge, N.J., over Kinderkamack Road into Hackensack, to Jefferson Street, to junction Main Street, Hackensack, and return over the same route, (2) from junction Kinderkamack Road and Grand Avenue, River Edge, N.J. over Grand Avenue, to Hackensack Avenue, to State Highway No. 4, to Johnson Avenue, to Grand Avenue, to Kinderkamack Road, and (3) from junction Main Street and Jefferson Street, Hackensack, N.J., over Jefferson Street to Johnson Avenue, State Highway No. 4, to Hackensack Avenue, to Grand Avenue to Kinderkamack Road, River Edge, N.J., serving all intermediate points. Applicant is authorized to conduct operations in the District of Columbia, New Jersey, New York, Pennsylvania, and Virginia.

HEARING: November 13, 1959, at the New Jersey Board of Public Utility Commissioners, State Office Bldg., Raymond

Boulevard, Newark, N.J., before Joint Board No. 119.

No. MC 105759 (Sub No. 9) filed August 13, 1959. Applicant: COASTAL STAGES, INC., P.O. Box 217, Florala, Ala. Applicant's attorney: J. Douglas Harris, 413 Bell Building, Montgomery 4, Ala. Authority sought to operate as a *common carrier*, by motor vehicle, over *a regular route*, transporting: *Passengers and their baggage*, and *express, mail* and *newspapers*, in the same vehicle with passengers, between Crestview, Fla., and Georgiana, Ala., from Crestview westerly over U.S. Highway 90 to Milligan, Fla., thence northerly over Florida Highway 189 via Baker and Blackman, Fla., to the Florida-Alabama State line, thence over Alabama Highway 189 to Wing, Ala., thence northerly over County Road 137 and U.S. Highway 29 to Andalusia, Ala., thence northwesterly over Alabama Highway 55 via River Falls, Red Level, South, Brooks and Shreve, Ala., to McKenzie, Ala., thence northerly over U.S. Highway 31 to Georgiana, and return over the same route, serving all intermediate points. (2) Between Crestview, Fla., and Evergreen, Ala., from Crestview over the above specified route to Andalusia, Ala., thence northwesterly over U.S. Highway 84 via Cohasset and Herbert, Ala., to Evergreen, and return over the same route, serving all intermediate points. (3) Between Red Level, Ala., and junction County Highway 7 and U.S. Highway 84 over county Highway 7, serving all intermediate points. Applicant is authorized to conduct operations in Alabama and Florida.

HEARING: October 29, 1959, at the U.S. Court Rooms, Montgomery, Ala., before Joint Board No. 98, or, if the Joint Board waives its right to participate, before Examiner Leo M. Pellerzi.

No. MC 108136 (Sub No. 7), filed August 19, 1959. Applicant: VALLEY CAB COMPANY, INCORPORATED, Main Street, Moodus, Conn. Applicant's attorney: Reubin Kaminsky, 410 Asylum Street, Hartford 3, Conn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Passengers and their baggage*, in special operations, in non-scheduled door-to-door services, limited to the transportation of not more than six (6) passengers in any one vehicle, not including the driver thereof, and not including children under ten (10) years of age who do not occupy a seat or seats, (1) Between points in the Town of East Haddam, Conn., on the one hand, and, on the other, points in the New York, N.Y., Commercial Zone, as defined by the Commission. (2) Between points in the Towns of Colchester, Lebanon and Norwich, Conn., on the one hand, and, on the other, points in the New York, N.Y., Commercial Zone, as defined by the Commission. (3) Between points in the Town of East Hampton, Conn., on the one hand, and, on the other, points in the New York, N.Y., Commercial Zone, as defined by the Commission. (4) Between points in the Towns of Westbrook and Groton, Conn., on the one hand, and, on the other, points in the New York, N.Y., Commercial Zone, as defined by the Commission. Applicant by this application seeks to remove the seasonal restrictions presently set forth in its Certificate; restricting routes (1), (2) and (3) during the season extending from May 28 to September 10 of each year, inclusive, and which restricts route (4) during the season extending from May 15 to September 15 of each year, inclusive.

HEARING: November 13, 1959, at the U.S. Court Rooms, Hartford, Conn., before Joint Board No. 305, or, if the Joint Board waives its right to participate before Examiner Maurice S. Bush.

No. MC 108136 (Sub No. 8), filed August 19, 1959. Applicant: VALLEY CAB COMPANY, INCORPORATED, Main Street, Moodus, Conn. Applicant's attorney: Reubin Kaminsky, 410 Asylum Street, Hartford 3, Conn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Passengers and their baggage*, in special operations, in non-scheduled door-to-door service, limited to the transportation of not more than six (6) passengers in any one vehicle, not including the driver thereof, and not including children under ten (10) years of age who do not occupy a seat or seats, between points in Branford, Bozrah, Clinton, Essex, Guilford, Hebron, Madison, Montville, New London, and Old Saybrook, Conn., on the one hand, and, on the other, points in the New York, N.Y., Commercial Zone, as defined by the Commission.

HEARING: November 13, 1959, at the U.S. Court Rooms, Hartford, Conn., before Joint Board No. 305, or, if the Joint Board waives its right to participate, before Examiner Maurice S. Bush.

No. MC 111903 (Sub No. 1), filed May 14, 1959. Applicant: STUDENT TRANSPORTATION CO., doing business as THE SAFE LINE FLEET, a Corporation, 2748 North Oakland Avenue, Milwaukee, Wis. Applicant's attorney: Arthur T. Spence, 3106 North 80th Street, Milwaukee 16, Wis. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Passengers and their baggage*, beginning and ending at points in Milwaukee, Ozaukee, Washington, Waukesha, and Racine Counties, Wis., and extending to points in Illinois, Michigan, and Minnesota.

NOTE: Applicant indicates it will transport school children and minor students and crippled or handicapped persons, accompanied by teachers, supervisors and attendants.

HEARING: November 5, 1959, at the Hotel Schroeder, Milwaukee, Wis., before Examiner Donald R. Sutherland.

No. MC 118853, filed April 6, 1959. Applicant: ASA LYONS, INC., 1900 Minnesota Avenue, Duluth, Minn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Passengers and their baggage*, in round-trip, charter and special service, beginning and ending at points in St. Louis County, Minn., and extending to points in Wisconsin, Michigan, North Dakota, and South Dakota.

HEARING: November 13, 1959, at the Federal Court Building, Marquette Avenue, South and Third Streets, Minneapolis, Minn., before Examiner Donald R. Sutherland.

APPLICATION FOR BROKERAGE LICENSE

MOTOR CARRIER OF PASSENGERS

No. MC 12716, filed September 3, 1959. Applicant: FRANKLIN J. MURDOCK, doing business as MURDOCK TRAVEL, 51 North State Street, Salt Lake City, Utah. Applicant's attorney: Lynn S. Richards, 716 Newhouse Building, Salt Lake City 11, Utah. For a license (BMC 5) to engage in operations as a *broker* at Salt Lake City, Utah, in arranging for the transportation by motor vehicle in interstate or foreign commerce of *individual passengers* and *groups of passengers*, and their *baggage* in the same vehicle with passengers, in special and charter operations, between points in the United States, including Alaska and Hawaii.

HEARING: November 13, 1959, at the Utah Public Service Commission, Salt Lake City, Utah, before Examiner Lyle C. Farmer.

APPLICATIONS IN WHICH HANDLING WITHOUT ORAL HEARING IS REQUESTED

MOTOR CARRIERS OF PROPERTY

No. MC 29555 (Sub No. 32) (AMENDMENT), filed July 10, 1959, published in the FEDERAL REGISTER issue of August 5, 1959. Applicant: BRIGGS TRANSPORTATION CO., a Corporation, 2360 West County Road C, St. Paul 13, Minn. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, livestock, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment (except those requiring temperature control), and those injurious or contaminating to other lading, (1) Between Chippewa Falls, Wis., and Cornell, Wis., over Wisconsin Highway 178, serving the intermediate point of Jim Falls, Wis.; (2) Between Sheldon, Wis., and Ladysmith, Wis., from Sheldon over Rusk County Highway D to junction Wisconsin Highway 27, thence over Wisconsin Highway 27 to Ladysmith, and return over the same route, serving no intermediate points; (3) Between Cornell, Wis., and Ladysmith, Wis., over Wisconsin Highway 27, serving the intermediate point of Holcombe, Wis.; (4) Between Ladysmith, Wis., and Eagle Point, Wis., from Ladysmith over U.S. Highway 8 to Bruce, Wis., thence over Wisconsin Highway 40 to junction Wisconsin Highway 64, thence over Wisconsin Highway 64 to junction Wisconsin Highway 124, thence over Wisconsin Highway 124 to junction U.S. Highway 53, thence over U.S. Highway 53 to Eagle Point, Wis., and return over the same route, serving the intermediate point of Bruce, Wis., and the off-route points of Weyerhauser and Bloomer, Wis.; and (5) Between Ladysmith, Wis., and Cameron, Wis., over U.S. Highway 8, serving the intermediate points of Bruce and Weyerhauser, Wis. Applicant is authorized to conduct operations in Illinois, Minnesota, and Wisconsin. Duplication with present authority to be eliminated.

No. MC 109677 (Sub No. 20), filed September 23, 1959. Applicant: FORT EDWARD EXPRESS CO., INC., Route 9, Saratoga Road, Fort Edward, N.Y. Applicant's attorney: Harold G. Hernly, 1624 Eye Street NW., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum products*, in bulk, in tank vehicles, from Plattsburg, N.Y., to Enosburg Falls and Cambridge, Vt., and *empty containers or other such incidental facilities* (not specified) used in transporting petroleum products on return. Applicant is authorized to conduct operations in Maine, Maryland, Massachusetts, New Jersey, New York, Ohio, Pennsylvania, and Vermont.

No. MC–119110, filed July 30, 1959. Applicant: COSCO TRUCK LINES, INC., 2525 State Street, Columbus, Ind. Applicant's attorney: Harry J. Harman, 219–221 Bankers Trust Building, Indianapolis 4, Ind. Authority sought to operate as a *contract carrier*, by motor vehicle, over regular routes, transporting: *Steel sheets*, and *steel blanks*, varying in size from 1 square inch to 30 square inches, and *steel tubing* varying in size from 36 inches to 120 inches, and *empty containers or other no incidental* facilities (not specified) used in transporting the above commodities, between Weirton, W. Va., and Columbus, Ind., from Weirton over U.S. Highway 22 to Steubenville, Ohio, thence over Ohio Highway 7 to the junction of U.S. Highway 40, thence over U.S. Highway 40 to Dunreith, Ind., thence over Indiana Highway 3 to Greensburg, Ind., thence over Indiana Highway 46 to Columbus, and return over the same route, serving no intermediate points.

MOTOR CARRIER OF PASSENGERS

No. MC 116582 (Sub No. 1), filed September 21, 1959. Applicant: WONDER TOURS OF NIAGARA, INC., 1514 Walnut Avenue, Niagara Falls, N.Y. Applicant's attorney: Clarence E. Rhoney, 94 Oakwood Avenue, P.O. Box 357, North Tonawanda, N.Y. Authority sought to operate as a *common carrier* by motor vehicle, over irregular routes, transporting: *Passengers and their baggage*, in special operations, in round-trip sightseeing or pleasure tours, limited to the transportation of not more than eight (8) passengers in any one vehicle, not including the driver thereof, and not including children under ten (10) years of age who do not occupy a seat or seats, beginning and ending at Niagara Falls, N.Y., and points in Niagara County, N.Y., within six (6) miles thereof, and extending to Ports of Entry on the boundary between the United States and Canada at Niagara Falls and Lewiston, N.Y.

NOTE: Applicant is authorized in No. MC 116582 to conduct the above-described operations limited to the transportation of not more than seven (7) passengers.

PETITION

No. MC 89037 and No. MC 89037 (Sub No. 5), dated September 9, 1959. Petitioner: CONTINENTAL PACIFIC LINES, A Corporation, CONTINENTAL PACIFIC TRAILWAYS, 1501 South Central Avenue, Los Angeles 21, Calif. Petitioner's attorney: Alfred Crager, 315 Continental Avenue, Dallas 7, Tex. Petitioner, by virtue of authority issued in Certificates No. MC 89037 and MC 89037 (Sub No. 5) conducts certain operations in the State of Oregon. The instant petition, dated September 9, 1959, seeks certain corrections and changes in those Certificates as follows: "(a) Correcting the route description of its certificated authority in the State of Oregon so as to conform to redesignations in highway numbers; (b) To conform the route authority to the intrastate authority granted by the Public Utility Commissioner of Oregon; (c) To abandon and delete from its Certificate No. MC 89037 (Sub No. 5) an operation to Gold Hill, Oreg.; and (d) To change its operation to the Super Highway (Freeway) between Salem, Oreg., and Portland, Oreg." Any person or persons desiring to participate in this proceeding may file representations supporting or opposing the relief sought within 30 days after the date of this publication in the FEDERAL REGISTER.

APPLICATIONS UNDER SECTIONS 5 AND 210a(b)

The following applications are governed by the Interstate Commerce Commission's special rules governing notice of filing of applications by motor carrier of property or passengers under section 5(a) and 210a(b) of the Interstate Commerce Act and certain other proceedings with respect thereto. (49 CFR 1.240).

MOTOR CARRIERS OF PROPERTY

No. MC–F 7330. Authority sought for purchase by LYNDEN TRANSFER, INC., P.O. Box 433, Lynden, Wash., of the operating rights and property of HAROLD F. KORTLEVER AND RAYMOND B. KORTLEVER, doing business as LYDEN-BELLINGHAM AUTO FREIGHT, P.O. Box 606, Lynden, Wash. Applicants' attorney: James T. Johnson, 1111 Northern Life Tower, Seattle 1, Wash. Operating rights sought to be transferred: *General commodities*, excepting, among others, household goods and commodities in bulk, as a *common carrier* over a regular route between Lynden, Wash., and Bellingham, Wash., serving all intermediate points. Vendee is authorized to operate as a *common carrier* in Washington. Application has not been filed for temporary authority under section 210a(b).

No. MC–F 7331. Authority sought for purchase by LYON VAN LINES, INC., 1950 South Vermont Avenue, Los Angeles 7, Calif., of the operating rights of M. B. BENNETT (SHERMAN BENNETT, EXECUTOR), doing business as BENNETT'S TRANSPORTATION CO., 217 North Second Street, Raton, N. Mex., and for acquisition by LYON VAN & STORAGE CO., also of Los Angeles, of control of such rights through the purchase. Applicants' attorney and representative, respectively: Wyman C. Knapp, 740 Roosevelt Building, 727 West Seventh Street, Los Angeles 17, Calif., and E. S. Bennett, Bennett's Transportation Co., 217 North Second Street, Raton, N. Mex. Operating rights sought to be transferred: *Household goods*, as defined by the Commission, and *livestock*, as a *common carrier* over irregular routes, between points in Colfax, Guadalupe, Harding, Mora, Quay, Rio Arriba, San Miguel, Santa Fe, Taos and Union Counties, N. Mex., on the one hand, and, on the other, points in Colorado. Vendee is authorized to operate as a *common carrier* in California, Oregon, Idaho, Montana, Iowa, Arizona, New Mexico, Texas, Arkansas, Illinois, Kansas, Louisiana, Oklahoma, Missouri, Nebraska, Indiana, Ohio, Michigan, Nevada, Wyoming, Colorado, Utah, North Dakota, South Dakota, Minnesota, and Wisconsin. Application has not been filed for temporary authority under section 210a (b).

No. MC–F 7332. Authority sought for purchase by BONNEY MOTOR EXPRESS, INCORPORATED, P.O. Box 4057, Broad Creek Station, Norfolk, Va., of the operating rights of CHURN'S TRUCK LINE, INCORPORATED (FRED E. MARTIN, JR., TRUSTEE), 1621 Virginia Beach Boulevard, Norfolk, Va., and for acquisition by R. LEE BONNEY, also of Norfolk, of control of such rights through the purchase. Applicants' attorney: Wilmer B. Hill, 216 Transportation Building, Washington 6, D.C. Operating rights sought to be transferred: *General commodities*, excepting, among others, household goods and commodities in bulk, as a *common carrier* over irregular routes, between Baltimore, Md., Philadelphia, Pa., and New York, N.Y., on the one hand, and, on the other, Cape Charles, Va., and points in Virginia within 15 miles of Cape Charles; *farm products, peaches, seafood, oysters* (in containers), *burlap bags and covers, malt beverages, canned goods, materials, equipment, and supplies* used or useful in a canning factory, *lubricating oil and grease, rope, empty tin cans, frozen fruits and vegetables, fertilizer, fertilizer materials, agricultural commodities, cantaloupes, watermelons, cucumbers, chemicals, oil, grease, coal*, and *tomato plants*, from, to or between points and areas, varying with the commodity transported, in Florida, Georgia, Virginia, Maryland, Delaware, Pennsylvania, New Jersey, New York, Massachusetts, Connecticut, Rhode Island, North Carolina, South Carolina, Ohio, Iowa, Illinois, Missouri, and the District of Columbia. Vendee is authorized to operate as a *common carrier* in North Carolina, New York, Virginia, Pennsylvania, Maryland, South Carolina, Georgia, New Jersey, Delaware, Alabama, West Virginia, Illinois, Michigan, Indiana, Iowa, Minnesota, Nebraska, Ohio, Kentucky, Missouri, Wisconsin, Kansas, Tennessee, Connecticut, Florida, Massachusetts, Rhode Island, and the District of Columbia. Application has been filed for temporary authority under section 210a(b).

No. MC–F 7333. Authority sought for control by LEE WAY MOTOR FREIGHT, INC., 3000 West Reno, P.O. Box 2488, Oklahoma City, Okla., of SOONER FREIGHT LINES, 3000 West Reno, P.O. Box 2488, Oklahoma City, Okla., and for acquisition by R. W. LEE, also of Oklahoma City, of control of SOONER

FREIGHT LINES through the acquisition by LEE WAY MOTOR FREIGHT, INC. Applicants' attorneys: Sidney P. Upsher, 3000 West Reno, Oklahoma City, Okla., and Roland Rice, 616 Perpetual Building, Washington, D.C. Operating right sought to be controlled: *General commodities,* except explosives, as a *common carrier* over regular routes, from Lawton, Okla., to Chickasha, Okla., serving all intermediate points; *general commodities,* excepting, among others, household goods and commodities in bulk, between Oklahoma City, Okla., and Wichita Falls, Tex., between specified points in Okla., between Boise City, Okla., and Denver, Colo., and between Wichita, Kans., and Oklahoma City, Okla., serving certain intermediate and off-route points; several alternate routes for operating convenience only; *general commodities,* excepting, among others, household goods but not excepting commodities in bulk, between Enid, Okla., and Alva, Okla., serving all intermediate points; *class A and B explosives,* over irregular routes, between Oklahoma City, Okla., on the one hand, and, on the other, the site of explosives magazine of the McCullough Tool Company, near Mustang, Okla. RESTRICTIONS: (1) The service authorized in MC 873 Sub 23 is restricted against serving Boise City, Okla., on traffic originating at Amarillo, Tex.; (2) the service authorized in MC 873 Sub 31 is subject to the conditions that (a) the carrier's service at Springer and Ardmore, Okla., is restricted to traffic interchanged or interlined with connecting carriers at these points, and (b) the carrier's service is restricted to preclude the transportation of any traffic moving between Wichita Falls, Tex., and points within 25 miles of Wichita Falls, on the one hand, and, on the other, points in Texas, via Springer or Ardmore, Okla. LEE WAY MOTOR FREIGHT, INC., is authorized to operate as a *common carrier* in Texas, Kansas, Oklahoma, Illinois, Missouri, and New Mexico. Application has not been filed for temporary authority under section 210a(b).

No. MC–F 7335. Authority sought for merger into CONSOLIDATED FREIGHTWAYS, INC. (WASHINGTON CORPORATION), 175 Linfield Drive, Menlo Park, Calif., of the operating rights and property of INLAND TRANSPORTATION CORPORATION, 695 North Batavia Street, P.O. Box 429, Orange, Calif. Applicants' attorney: Ronald E. Poelman, 175 Linfield Drive, Menlo Park, Calif. Operating rights sought to be merged: *Paper, newsprint,* and *hemp,* as a *common carrier* over irregular routes, from Los Angeles Harbor, Calif., to Orange, Calif.; *canned goods* and *citrus fruit,* from Orange, Calif., and points within 35 miles of Orange to Los Angeles, Los Angeles Harbor, and Long Beach, Calif.; *pipe and such equipment, materials and supplies as are used by growers, packers, and canners of fruits and vegetables,* from Los Angeles, Los Angeles Harbor, and Long Beach, Calif., to Orange, Calif., and points within 35 miles of Orange; *empty bags,* from Los Angeles, Los Angeles Harbor, and Long Beach, Calif., to Dyer, Calif.; *sugar,* from Los Angeles Harbor and Long Beach, Calif., to Los Angeles, Calif., and between Santa Ana, Anaheim, and Dyer, Calif., on the one hand, and, on the other, Los Angeles, Los Angeles Harbor, and Long Beach, Calif.; *farm machinery,* between Santa Ana, Calif., on the one hand, and, on the other, Los Angeles, Los Angeles Harbor, and Long Beach, Calif.; *fresh vegetables,* between points in Orange County, Calif.; *beans,* between certain points in California, on the one hand, and, on the other, Oceanside, Calif.; *agricultural commodities, supplies, and equipment,* between certain points in California, on the one hand, and, on the other, Los Angeles, Los Angeles Harbor, and Long Beach Harbor, Calif.; *rope,* from Orange, Calif., to the port of Wilmington, Calif.; *copper wire,* from Orange, Calif., to Los Angeles, Calif., and the port of Wilmington, Calif.; *petroleum products,* in containers, from Downey, Calif., to the port of Long Beach, Calif. Under authority in No. MC–F 6880, decided April 30, 1959, and consummated on May 9, 1959, CONSOLIDATED FREIGHTWAYS, INC., acquired control of INLAND TRANSPORTATION CORPORATION through stock ownership. In addition to its certificated rights, as a matter directly related to the proceeding in No. MC–F 6880, in No. MC 81718 Sub 5, INLAND TRANSPORTATION CORPORATION was conditionally granted a certificate of public convenience and necessity authorizing transportation of *general commodities,* except used household goods as personal effects, automobiles, trucks, buses, etc., livestock, liquid commodities in bulk, in tank vehicles, commodities in bulk in dump trucks or hopper-type trucks, and commodities in motor vehicles equipped for mechanical mixing, over regular routes between Los Angeles, Calif., and Orange, Calif., between Orange, Calif., and San Bernardino, Calif., between Fullerton, Calif., and Pomona, Calif., between Orange, Calif., and San Diego, Calif., and between Orange, Santa Ana, and Long Beach, Calif., serving most intermediate points, in lieu of the operations it may presently perform under the partial exemption provisions of section 206(a)(1) of the Interstate Commerce Act in No. MC 81718 Sub 4, covering the transportation, in general, of the same commodities and over the same routes as covered by No. MC 81718 Sub 5. CONSOLIDATED FREIGHTWAYS, INC., is authorized to operate as a *common carrier* in Arizona, California, Alaska, Colorado, Idaho, Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, South Dakota, Utah, Washington, West Virginia, Wisconsin, and Wyoming. Application has not been filed for temporary authority under section 210a(b).

No. MC–F 7336. Authority sought for control and merger by QUINN FREIGHT LINES, INC., 1093 North Montello Street, Brockton, Mass., of the operating rights and property of SANDERS MOTOR FREIGHT, INCORPORATED, 91 West Bruce Street, Harrisonburg, Va., and for acquisition by THOMAS J. LYONS, also of Brockton, of control of such rights and property through the transaction. Applicants' attorneys: Mary E. Kelley, 10 Tremont Street, Boston 8, Mass., and James E. Wilson, 1111 E Street NW., Washington, D.C. Operating rights sought to be controlled and merged: *General commodities,* excepting, among others, household goods and commodities in bulk, as a *common carrier* over regular routes, between Terra Alta, W. Va., and Mountain Lake Park, Md., between Terra Alta, W. Va., and Manheim, W. Va., between Terra Alta, W. Va., and Davis, W. Va., between Terra Alta, W. Va., and Elk Garden, W. Va., between Terra Alta, W. Va., and Brookside, W. Va., between Terra Alta, W. Va., and Frostburg, Md., between Terra Alta, W. Va., and Independence, W. Va., between Terra Alta, W. Va., and Cascade, W. Va., and between Terra Alta, W. Va., and Glade Farms, W. Va., serving certain intermediate and off-route points; *general commodities,* excepting, among others, household goods and commodities in bulk, over irregular routes, between Cumberland, Hagerstown, and Baltimore, Md., on the one hand, and, on the other, certain points in Maryland and West Virginia, between points in Preston County, W. Va., on the one hand, and, on the other, points in Garrett County, Md., and between points in Garrett County, Md., on the one hand, and, on the other, points in West Virginia, subject to the restriction that service at points in Garrett County shall be for the purpose of joinder only; *general commodities,* excepting, among others, household goods but not excepting commodities in bulk, between points in Maryland and West Virginia within ten miles of Oakland, Md., including Oakland, and between points in Tucker County, W. Va., on the one hand, and, on the other, Oakland, Md., and points in West Virginia; *household goods,* as defined by the Commission, between Oakland, Md., and points within ten miles of Oakland, on the one hand, and, on the other, points in Maryland, Pennsylvania, Virginia, and West Virginia within 100 miles of Oakland, between Kitzmiller, Md., and points in that part of Maryland and West Virginia within six miles of Kitzmiller, between Kitzmiller, Md., and points in that part of Maryland and West Virginia within six miles of Kitzmiller, on the one hand, and, on the other, points in that part of Maryland, Pennsylvania, West Virginia, Virginia and the District of Columbia within 150 miles of Kitzmiller, and between points in Preston County, W. Va., on the one hand, and, on the other, points in Maryland and Pennsylvania; *telephone poles, coal, farm products, livestock, sand-gravel, lime, road building materials, condensed milk, cream, logs, lumber, such merchandise* as is dealt in by wholesale, retail, and chain grocery and food business houses, and, in connection therewith, *equipment, materials, and supplies* used in the conduct of such business, from, to or between points and areas, varying with the commodity transported, in Maryland, West Virginia, and Pennsylvania. In addition to the authority described in

Sections (A), (B), (C), (D), and (E), in Certificate No. MC 30631, the carrier is authorized to perform through service in the transportation of authorized commodities under a combination of the authorities described in the respective sections when under one such section the carrier is authorized to transport the shipment to a gateway point from which the shipment may be transported under another section, provided in each instance the movement is made through such authorized gateway point or points. QUINN FREIGHT LINES, INC., is authorized to operate as a *common carrier* in Maryland, New York, New Jersey, Delaware, Pennsylvania, Massachusetts, Connecticut, Rhode Island, Virginia, New Hampshire, Maine, and the District of Columbia. Application has been filed for temporary authority under section 210a(b).

No. MC-F 7337. Authority sought for control and merger by JONES MOTOR CO., INC. (A PENNSYLVANIA CORPORATION), Bridge Street and Schuylkill Road, Spring City, Pa., of the operating rights and property of RED STAR TRANSIT COMPANY, INC., 7950 Dix Avenue, Detroit, Mich., and for acquisition by WM. S. JONES and CLIFFORD M. JONES, both of R. D. #2, Phoenixville, Pa., R. C. JONES, JR., 1304 Monroe Street, Wyomissing, Pa., H. ELLIS JONES, 440 Highland Road, Pottstown, Pa., and H. A. HERSHEY, 751 Spruce Street, Royersford, Pa., of control of such rights and property through the transaction. Applicants' attorneys: Drew L. Carraway, 618 Perpetual Building, Washington 4, D.C., and Walter N. Bieneman, Guardian Building, Detroit, Mich. Operating rights sought to be controlled and merged: *General commodities,* excepting, among others, household goods and commodities in bulk, as a *common carrier* over regular routes, between Pittsburgh, Pa., and Flint, Mich., between Pittsburgh, Pa., and Akron and Cleveland, Ohio, between Cleveland, Ohio, and Toledo and Akron, Ohio, between Canton, Ohio, and Akron and Toledo, Ohio, between Warren, Ohio, and Akron and Canton, Ohio, between Rochester, Pa., and Canfield, Ohio, between Wampum, Pa., and Ellwood City, Pa., between Portersville, Pa., and Ford City, Pa., between Detroit, Mich., and Chicago, Ill., and between Elkhart, Ind., and Toledo Ohio, serving certain intermediate and off-route points; several alternate routes for operating convenience only; *general commodities,* excepting, among others, household goods but not excepting commodities in bulk, over an alternate route for operating convenience only between Jackson, Mich., and junction Indiana Highway 212 and U.S. Highway 20; *steel,* from Weirton, W. Va., to Detroit, Mich., serving intermediate points between Holidays Cove, W. Va., and Toronto, Ohio, inclusive, for pick-up only, and those between La Salle and Detroit, Mich., for delivery only and off-route points within 30 miles of Detroit, for delivery only. JONES MOTOR CO., INC. (A PENNSYLVANIA CORPORATION) is authorized to operate as a *common carrier* in New Jersey, Pennsylvania, New York, Delaware, Maryland, Connecticut, Massachusetts, Rhode Island, and the District of Columbia. Application has not been filed for temporary authority.

By the Commission.

[SEAL] HAROLD D. McCOY, *Secretary.*

[F.R. Doc. 59-8421; Filed, Oct. 6, 1959; 8:48 a.m.]

FOURTH SECTION APPLICATIONS FOR RELIEF

OCTOBER 2, 1959.

Protests to the granting of an application must be prepared in accordance with Rule 40 of the general rules of practice (49 CFR 1.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 35733: *Commercial Alcohols—Illinois points to New Jersey points.* Filed by O. E. Schultz, Agent (ER No. 2513), for interested rail carriers. Rates on alcohol, iso-octyl and decyl, in tank-car loads, from Hartford, Roxana, and Wood River, Ill., to Carteret and Newark, N.J.

Grounds for relief: Competition of carriers by water.

Tariff: Supplement 76 to Trunk Line-Central Territory Railroads Tariff Bureau tariff I.C.C. C-17.

FSA No. 35734: *Grain from, to, and between points in the South.* Filed by O. W. South, Jr., Agent (SFA No. A3844), for interested rail carriers. Rates on grain, grain products, and feed, in carloads, between points in southern territory, including Ohio and Mississippi River crossings, Virginia Cities and Washington, D.C.; between St. Louis, Mo., and East St. Louis, Ill., and intermediate points in southern Illinois and Indiana and points in the South; and from Columbus, Ohio, to the South.

Grounds for relief: Short-line distance formula, grouping, and different bases for rates.

Tariffs: Supplement 94 to Southern Freight Association tariff I.C.C. 1625. Supplement 32 to Southern Freight Association tariff I.C.C. S-22.

FSA No. 35735: *Coarse grains—Minnesota and South Dakota to Twin Cities.* Filed by the Chicago, Rock Island and Pacific Railroad Company for itself. Rates on corn, oats, and soybeans, in carloads, from points on the Chicago, Rock Island and Pacific Railroad in Minnesota and South Dakota to Minneapolis, Minnesota Transfer, and St. Paul, Minn.

Grounds for relief: Motor-truck competition.

Tariff: Supplement 32 to Chicago, Rock Island and Pacific Railroad Company's tariff I.C.C. C-13571.

FSA No. 35736: *Grain and products—Arkansas and Missouri to the South.* Filed by O. W. South, Jr., Agent (SFA No. A3845), for interested rail carriers. Rates on grain, grain products, and feed, in carloads, from specified points in Arkansas and Missouri to destinations in southern territory, including Mississippi Valley, and Memphis, Tenn.

Grounds for relief: Short-line distance formula, grouping, and different bases for rates.

Tariffs: Supplement 94 to Southern Freight Association tariff I.C.C. 1625. Supplement 32 to Southern Freight Association tariff I.C.C. S-22. Supplement 65 to Southwestern Freight Bureau tariff I.C.C. 4241.

By the Commission.

[SEAL] HAROLD D. McCOY, *Secretary.*

[F.R. Doc. 59-8417; Filed, Oct. 6, 1959; 8:48 a.m.]

[Notice 32]

APPLICATIONS FOR MOTOR CARRIER "GRANDFATHER" CERTIFICATE OR PERMIT

OCTOBER 2, 1959.

The following applications and certain other procedural matters relating thereto are filed under the "grandfather" clause of section 7(c) of the Transportation Act of 1958. These matters are governed by special rule § 1.243 published in the FEDERAL REGISTER issue of January 8, 1959, page 205, which provides, among other things, that this publication constitutes the only notice to interested persons of filing that will be given; that appropriate protests to an application (consisting of an original and six copies each) must be filed with the Commission at Washington, D.C., within 30 days from the date of this publication in the FEDERAL REGISTER; that failure to so file seasonably will be construed as a waiver of opposition and participation in such proceeding, regardless of whether or not an oral hearing is held in the matter; and that a copy of the protest also shall be served upon applicant's representative (or applicant, if no practitioner representing him is named in the notice of filing).

These notices reflect the operations described in the applications as filed on or before the statutory date of December 10, 1958.

No. MC 118309, (republication) filed December 10, 1958, published issue FEDERAL REGISTER May 7, 1959. Applicant: OTTIS LEWIS, 16 Williams Street, Lewisville, New Brunswick, Canada. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Bananas,* and *certain exempt commodities* in straight loads or mixed shipments with bananas, from Boston, Mass., to Ports of Entry on the boundary between the United States and Canada, in Maine (for delivery to points in Prince Edward Island and New Brunswick, Canada).

NOTE: The purpose of this republication is to add certain exempt commodities, in straight loads or mixed shipments with bananas.

By the Commission.

[SEAL] HAROLD D. McCOY, *Secretary.*

[F.R. Doc. 59-8418; Filed, Oct. 6, 1959; 8:48 a.m.]

CUMULATIVE CODIFICATION GUIDE—OCTOBER

A numerical list of parts of the Code of Federal Regulations affected by documents published to date during October. Proposed rules, as opposed to final actions, are identified as such.